



TENDER DOCUMENT

FOR

PROVISION OF CLEANING AND GARDENING SERVICES

TENDER NO.: RBA/CLEANINGSERVICES/613/976/2019

TENDER NAME: PROVISION OF CLEANING AND GARDENING SERVICES.

**(RESERVED FOR YOUTH, WOMEN & PERSONS WITH DISABILITIES)**

RETIREMENT BENEFITS AUTHORITY  
RAHIMTULLA TOWERS, 13<sup>TH</sup> FLOOR  
P.O. Box 57733 - 00200  
NAIROBI

August, 2019

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13<sup>th</sup> August, 2019

SECTION I - INVITATION FOR TENDERS

TENDER REF. NO.: TENDER NO.: RBA/TENDER/CLEANINGSERVICES/613/976/2019

TENDER NAME: PROVISION OF CLEANING AND GARDENING SERVICES.

- 1.1 1.1 The Retirement Benefits Authority (RBA) invites sealed tenders from eligible candidates for the Provision of Cleaning & Gardening Services.
- 1.2 Interested eligible candidates may obtain further information from Retirement Benefits Authority, Rahimtulla Towers, 13<sup>th</sup> Floor, Upper Hill Road, and P.O. Box 57733 - 00200 NAIROBI during official working hours between 8 a.m. - 5 p.m.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and name and be deposited in the Tender Box at **The Retirement Benefits Authority Office, Rahimtulla Towers, 14<sup>th</sup> Floor, Upper Hill Road, Nairobi** or be addressed and posted to the **Chief Executive Officer, Retirement Benefits Authority Rahimtulla Towers, 13<sup>th</sup> Floor, P.O. Box 57733 - 00200, NAIROBI** so as to be received on or before **27<sup>th</sup> August, 2019 at 10.00 am.** Kindly refer to the bid data sheet for more submission and other requirements information.
- 1.4 The tender will close on or before **27<sup>th</sup> August, 2019 at 10.00 am.**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery and must be in Kenya Shillings and shall remain valid for **90 days** from the closing date of the tender.

*Mr. Nzomo Mutuku, MBS  
Chief Executive Officer  
Retirement Benefits Authority*

## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Bid Data Sheet. Successful tenderers shall provide the services for 3 years which shall be renewable annually upon satisfactory performance from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2

2.1.3 The RBA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.4 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 RBA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

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

### 2.2 Cost of Tendering

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

2.2.2 The price to be charged for the tender document collected from RBA shall be Ksh.1000/=. Downloaded documents from [www.rba.go.ke](http://www.rba.go.ke) are free.

### 2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract

- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Declaration Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify RBA by post or fax at the RBA's address indicated in the Invitation for tenders. RBA will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by RBA. Written copies of RBA response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.5 Amendment of Tender Documents**

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

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

binding on them.

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

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below;
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security if applicable;
  - (d) Declaration Form.

## **2.8. Form of Tender**

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9. Tender Prices**

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract

unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings.

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

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

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

## **2.12. Tender Security**

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

2.12.2 The tender security shall not exceed 2% per cent of the tender price.

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

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the RBA as non-responsive, pursuant to paragraph 2.20.5



2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security.

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer rejects correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for **120 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the RBA as non-responsive.

2.13.2 In exceptional circumstances, the RBA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

shall be initialed by the person or persons signing the tender.

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

2.15.1 Where the tenderer is requested to provide hard copy bid documents, the tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to RBA at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE** the date and time of closing in the data sheet.

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

2.15.4 If the outer envelope is not sealed and marked as required, RBA will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by RBA at the address specified not later than the day, date and time of closing stated in the Data Sheet.

2.16.2 RBA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.1 in which case all rights and obligations of RBA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by RBA as provided for in the Data Sheet.

## **2.17. Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by RBA prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. (Sealing and Marking of Tenders) a withdrawal notice may also be sent by post, fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

## **2.18. Opening of Tenders**

2.18.1 RBA will open all tenders in the presence of tenderers' representatives who choose to attend, on **27<sup>th</sup> August, 2019 at 10.30am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as RBA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 RBA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

## **2.21. Conversion to single currency**

- 2.21.1 Where other currencies are used, RBA will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22. Evaluation and Comparison of Tenders**

- 2.22.1 RBA will evaluate and compare the tenders which have been determined to be substantially responsive.

2.22.2 RBA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

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

2.22.3 The following evaluation methods will be applied.

(a) ***Operational Plan***

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

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

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

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

**2.23. Contacting RBA**

2.23.1 No tenderer shall contact RBA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence RBA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

**2.24 Post-qualification**

2.24.1 RBA will verify and determine to its satisfaction whether the tenderer that is

selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer 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 RBA deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event RBA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 RBA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

## **2.26. RBA's Right to accept or Reject any or all Tenders**

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

2.26.2 RBA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 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.

## **2.27 Notification of Award**

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and RBA pursuant to clause 2.9 (Tender Prices). Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security, RBA will promptly notify each unsuccessful Tenderer and will discharge its tender security.

## **2.28 Signing of Contract**

2.28.1 At the same time as RBA notifies the successful tenderer that its tender has been accepted, RBA will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to RBA.

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

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

## **2.29 Performance Security**

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to RBA.

2.29.2 Failure by the successful tenderer to comply with the requirement of this paragraph or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event RBA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

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

2.30.2 RBA 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

1.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya



**Bid Data Sheet to Instructions to Tenderers (ITT)**

The following information shall complement, supplement, or amend, the provisions on the Instructions to Tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the Data Sheet, the provisions of the Data Sheet herein shall prevail over those of the instructions to tenderers.

<b>Instruction to tender reference</b>	<b>Particulars of Data Sheet</b>
2.1	<b><i>YOUTH, WOMEN &amp; PERSONS WITH DISABILITIES</i></b>
2.1.1	The method of selection is: <b>QUALITY AND COST BASED SELECTION (QCBS)</b>
2.11	Prices shall be quoted in Kenya Shillings
2.12	Executed Tender Securing Declaration Form Required
2.13	Tender Validity will be 120 days
2.14	Mandatory Site Visit (at RBA office): <b>YES – MANDATORY. On Friday 16<sup>th</sup> August, 2019 at 10:00 a.m</b>
2.15.2 (b)	<p><b>THIS IS A TWO ENVELOPE TENDER. THE TECHNICAL AND FINANCIAL PROPOSALS MUST BE SEPARATED IN DIFFERENT ENVELOPES.</b></p> <p><b>NB: MIXING THE ENVELOPES WILL LEAD TO AUTOMATIC DISQUALIFICATION.</b></p> <p>The inner and outer envelopes shall be clearly marked:</p> <p>i) Tender Name: <b>Provision of Cleaning and Gardening Services</b></p> <p>ii <b>DO NOT OPEN BEFORE 27<sup>th</sup> August, 2019 at 10.30 AM .</b></p> <p>iii) This tender is based on the <b>two-envelope bid system</b>. The bidder must submit a bid which has a technical proposal in one envelope and a financial proposal in another envelope. These two envelopes are then placed in one envelope to form a complete bid. Bids <b>MUST</b> be submitted in 2 copies. These two envelopes are then placed in one envelope to form a complete bid. Bids <b>MUST</b> be submitted in 2 copies</p> <p>Tenders must be placed in the tender box on 14<sup>th</sup> floor, Rahimtulla Towers.</p>

2.16.1	<p>Tenders must be received on or before addressed to:</p> <p><b>The Chief Executive Officer</b>  <b>Retirement Benefits Authority</b>  <b>Rahimtulla Towers, 13<sup>th</sup> Floor Upper Hill Road</b>  <b>P.O. Box 57733 - 00200</b>  <b>Nairobi</b></p> <p>Telephone: 020 2809000  Facsimile number: [2710330]</p> <p>Electronic mail address: <a href="mailto:info@rba.go.ke">info@rba.go.ke</a></p>
2.18.1	<p>Tenders will be opened at the time stated in the presence of tenderers or their representatives who choose to attend.</p> <p><b>Time of service: 3 years renewable annually subject to satisfactory performance.</b></p>
<p>Evidence of eligibility and qualification documents require;</p> <p><b>THIS TENDER IS RESERVED FOR YOUTH, WOMEN &amp; PERSONS WITH DISABILITIES</b></p> <p><b>2.20: 1. Mandatory Requirements</b></p> <ol style="list-style-type: none"> <li>i. <b>Submission of two envelope bid</b> i.e. Separate the technical bid from financial bid.</li> <li>ii. Completed and signed <b>Form of Tender</b></li> <li>iii. Duly filled, signed and stamped <b>Tender Securing Declaration form</b></li> <li>iv. Duly filled, signed and stamped mandatory <b>Confidential Business Questionnaire</b>. (All sections of the questionnaire must be filled i. Failure to duly complete the confidential business questionnaire will automatically lead to disqualification).</li> <li>v. Evidence of <b>bank account</b>.</li> <li>vi. Evidence of attendance in the <b>Pre-bid conference/ Evidence of Site visit</b></li> <li>vii. Certified <b>NEMA Certificates</b> for garbage management and transportation specific to the relevant area. This entails garbage collection, segregation and weighing before transportation. This should be contacted in accordance to NEMA and County Government Regulations thus the executor must comply</li> </ol>	

with those regulations.

- viii. License or authority/permit from relevant County Governments to transport and dump waste to designated dump site.
- ix. Valid Single Business Permit
- x. Valid Tax Compliance Certificate/Tax exemption certificate
- xi. Certificate of incorporation/Business registration
- xii. Valid AGPO certificate in the target group. (proof of registration in the target group is a must)**
- xiii. Completeness of tender as required (Signed and filled tender form and Price schedules and applicable herein)
- xiv. Evidence of physical address - (must be inclusive of email address , Telephone and physical location )
- xiv. Evidence of Registration by National council of persons with disabilities- For entities owned by persons with disabilities

**RBA reserves the right to undertake due diligence and verify the above information and documents provided.**

2.26

NO PERFORMANCE SECURITY REQUIRED

## TECHNICAL EVALUATION

No.	Description of Criteria	Requirement	Maximum Score
1	<p>How well the bidders documentations is presented</p> <p>a. Table of contents mapped to bid document - (1Mark)</p> <p>b. Bid document paginated and referenced by separators - (1 Mark)</p>	Well-presented bid documents and easy to reference on the required supporting evidence	2
2	<p>Number of years that the firm has been providing cleaning, fumigation, sanitary disposal, supply of indoor plants and flowers.</p> <p>Tenderers work experience</p> <ul style="list-style-type: none"> <li>✓ 0- 1 years(1 mark)</li> <li>✓ 1-2 years (2 mark)</li> <li>✓ 2 - 3 years (3 mark)</li> <li>✓ 3 years and above(4 mark)</li> </ul>	Certificate of Incorporation/Registration	4
	<p>Avail at least two (2) commendation letters from your current or previous major reputable clients/firms with work of equivalent nature and volume for in the last 2 years. (2 marks).</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1 letter - 1mark</li> <li><input type="checkbox"/> 2 letters - 2 marks</li> </ul>	Letters should have the following details:- signed, stamped, physical location, postal address, phone numbers, Clients contacts name, Duration of contract.	2
	<p>Environmental, Safety and Health Policy including emergency or contingency measures during service delivery (4 marks)</p> <ul style="list-style-type: none"> <li>▪ Waste handling procedure (2 marks)</li> <li>▪ First Aid handling procedures and emergency preparedness. (2 marks)</li> <li>▪ Safety measures at work place (1 mark)</li> </ul> <p>Emergency call centre (1 mark)</p>	Signed copy of the policy	10

	<p>Proof of staff capacity – dedicated to cleaning, fumigation, sanitary disposal, supply of indoor plants and flowers.</p>	<p>Attach a list of staff</p>	<p>9</p>
	<p><b>Equipment and consumables proposed for this contract.</b>  ❖ List of detergents, chemicals, and other appropriate consumables related to the services offered. Indicate the description and trade names of each consumable and categorize them as per the nature of service they will be used for. (4)</p> <p>Breakdown of machines, equipment and tools related to the services to be provided. (10 marks)</p> <ul style="list-style-type: none"> <li>✓ Wet and dry suction machine</li> <li>✓ Scrubbing machine</li> <li>✓ Vacuum cleaner</li> </ul> <p>List of Personal protective equipment.(4marks)</p> <ul style="list-style-type: none"> <li>✓ Uniform clothes</li> <li>✓ Protective shoes</li> <li>✓ Gloves, Dust and ear masks</li> </ul>	<p>Attach copies of Invoices and Receipts of payment for consumables, machines, tools, equipment and personal protective equipment or other documents of title.</p>	<p>18</p>
	<p><b>Competency of Supervisors and Managers:-</b>  Experience of supervising/managing similar scope: Supervisor</p> <ul style="list-style-type: none"> <li>✓ 0-1 year (1)</li> <li>✓ 1-2 years (2)</li> </ul> <p>Manager</p> <ul style="list-style-type: none"> <li>✓ 0-1 year (2)</li> <li>✓ 1-2 years (3)</li> </ul> <p>Relevant courses such as housekeeping, hospitality and management; Supervisor Certificate level = (2)  Diploma or higher = (3)</p>	<p>Attach certified copies of certificates and CVs of the proposed supervisors and managers for the contract. Commendation letters should have the following details:- signed, stamped, physical location, postal address, phone numbers, and Clients contacts name.</p>	<p>15</p>

	<p>Manager  - Diploma level = (3)  - Degree level = (4)  Letter of recommendation from current area of operation (1).  Proof of staff first aid training - 2 marks</p>		
	<p>The number of staff at RBA is approx. 100 people. Proposed number of staff to be deployed in each specific areas of service. This shall include their intended wage rate, which shall be in accordance with the labor law.</p> <ul style="list-style-type: none"> <li>✓ Bear Minimum wage (2)</li> <li>✓ Above minimum wage (4)</li> <li>✓ Training Schedule (training institutions, relevance and frequency of courses covered.) (4)</li> </ul>	<p>Provide PROOF of labour law compliance certificate in relation to staff remuneration, NSSF and NHIF remittance. Also attach authenticated pay slips of the proposed staff</p>	10
	<p><b>Work Plan and methodology of execution</b></p> <ul style="list-style-type: none"> <li>✓ Work plan including Daily duty procedure (4)</li> <li>✓ Cleaning of different types of floors and fabrics (8)</li> <li>✓ Waste handling procedure e.g. biodegradable, hazardous, filters &amp; oily rags, bottles, plastics, polythene and septic wastes etc. (8)</li> <li>✓ Handling procedures of fittings &amp; fixtures.(3)</li> <li>✓ Handling procedures of office equipment (4)</li> <li>✓ Indoor plants and flowers ; fumigation and sanitary disposal procedures.(3)  (Tenderers must submit their signed and stamped procedures and methodology of execution which forms part of the contract</li> </ul>	<p>Bidders policies, procedures, evidence of documentations, pictures. Include detailed work plan indicating the applicable procedures</p>	30
	<b>TOTAL MARKS</b>		<b>100</b>

**Any tenderer who does not meet the minimum qualifying score of 70% will not be eligible for financial evaluation**

### 3. Financial Evaluation

The financial evaluation has weight of 30%.

The firm attaining the highest total scores for both Technical and Financial evaluation shall be recommended for award.

The following formula will be used;

The lowest evaluated Financial Proposal ( $F_m$ ) is given the maximum financial score ( $S_f$ ) of 100 Points. The formula for determining the financial scores ( $S_f$ ) of all other Proposals is calculated as following:  $S_f = 100 \times F_m / F$ , in which " $S_f$ " is the financial score, " $F_m$ " is the lowest price, and " $F$ " the price of the proposal under consideration.

Bids will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$  = the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal;  $T + P = 1$ ) as following:  $S = S_t \times T\% + S_f \times P\%$ . The bidder with the highest evaluated scores will be awarded the bid.

## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1. Definitions

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

- (a) "The Contract" means the agreement entered into between the RBA 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 tenderer including any documents, which the tenderer is required to provide to the RBA under the Contract.
- (d) "The RBA" means the organization procuring the services under this Contract
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract
- (h) "Day" means calendar day

### 3.2. Application

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

### 3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.



### **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without the RBA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern,

sample, or information furnished by or on behalf of the RBA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the RBA's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the RBA and shall be returned (all copies) to the RBA on completion of the contract's or performance under the Contract if so required by the RBA.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the RBA the performance security where applicable in the amount specified in SCC

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

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

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

d) Letter of credit.

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

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the RBA in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

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

3.8.2. Payment shall be made promptly by the RBA, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

### **3.9. Prices**

3.9.1 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 quoted by the tenderer in its tender or in the RBA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding twelve months (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the RBA within 30 days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform

under this Contract, except with the RBA's prior written consent.

### **3.11. Termination for Default**

3.11.1 The RBA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor 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 RBA.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the RBA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

### **3.12. Termination for Insolvency**

3.12.1 The RBA may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the RBA.

### **3.13. Termination for Convenience**

3.13.1 The RBA 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 entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the RBA may elect to cancel the services and pay to the contractor an agreed amount for partially

completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 The RBA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 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.

### **3.15. Governing Language**

- 3.15.1. 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.

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

- 3.18.1 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 Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

#### 4.0 SECTION IV - SPECIAL CONDITIONS OF CONTRACT

##### Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
2.11 Tender Currencies	Prices shall be quoted in Kenya Shillings.
3.6 Performance security	Not applicable for the target group
3.7 Delivery of Services	For a period of three years renewable annually
3.8 Payment	Payments shall be made on a monthly basis upon receipt of invoices and confirmation of the offered services
3.9 Price Adjustment	No price adjustments allowed
3.15 Applicable law	Laws of Kenya
3.18 Notices	Retirement Benefits Authority Rahimtulla Towers, 13 <sup>th</sup> Floor Upper Hill Road P.O. Box 57733 00200 NAIROBI

## **SECTION V: TERMS OF REFERENCE FOR CLEANING & GARDENING SERVICES**

### **Introduction:**

The Retirement Benefits Authority is a regulatory body that began its operation in October, 2000 after the enactment of the Retirement Benefits Act (1997), and Gazettement of the Retirement Benefits Regulations (2000). Since its establishment, the Authority has committed to fulfilling its mission of developing and safeguarding the Retirement Benefits Sector in Kenya through commitment to continued excellence in service delivery. The Authority has various departments among them the Human Capital Development and Administration (HCD&A) department which is the department charged with the responsibility of ensuring the Authority has a highly skilled and motivated work-force as well as creating an enabling environment required to provide quality services, in line with global best practice.

To enhance service delivery, the Authority is looking for an experienced professional company/Service Provider to offer cleaning and fumigation services for a period of three years starting renewable annually subject to satisfactory performance.

### **BACKGROUND**

The Service Provider will be responsible for providing **cleaning services, Fumigation services, sanitary disposal, supply flowers, supply and maintain in- door plants** to Retirement Benefits Authority located at Rahimtullah Tower, 13<sup>th</sup> Floor on Upper Hill Road. The services are required on 4<sup>th</sup>, 13<sup>th</sup>, and 14<sup>th</sup> floors.

### **SPECIFIC SCOPE OF WORK AND FREQUENCY OF ASSIGNMENTS**

- a) ALL PVC tiles, terrazzo, ceramic and granito, wooden floors, tiles and concrete floors should be mopped twice a day and scrubbed once a week and should always be kept clean and dry. Polishing, stripping, sanding and buffing should be done weekly. Care should be taken to ensure that machines used do not damage the floors. Ensure no stains and discoloration.
- b) ALL daily cleaning of office floors must be done first thing in the morning by 7.45 a.m. using the approved detergent.

- c) ALL carpeted floors should be vacuum cleaned daily and spot cleaned to remove stains and discolouration. Thorough cleaning and shampooing should be done twice a month. Care should be taken to ensure that machines used do not damage the carpets.
- d) ALL walls should be wiped daily with detergents approved by the client to remove all marks and stains up to the ceiling level.
- e) ALL dustbins should be emptied throughout the day and should always be kept clean.
- f) ALL door mats should be kept clean always.
- g) ALL office furniture, fittings, glass windows, phone headsets and office equipment should be cleaned using approved detergents and disinfectants. Daily cleaning of the office furniture, doors, phone headsets and equipment should be done first thing in the morning by 7.45 a.m.
- h) ALL light tube compartment and the air conditioning systems in the offices must be dust free.
- i) ALL Mirrors inside must be cleaned with approved detergent.
- j) Any stain and marks should be rubbed off with approved detergent.
- k) ALL material and stationery stores should be cleaned damp mopped, dust floor screed, apply polish, and machine buffed with approved detergent daily, shelves and cabinet should always be kept clean and free of dust under the supervision of RBA staff.

***ALL Equipment, Furniture and Fittings***

- a) All desks, chairs and storage units (wooden or metal) should always be cleaned and polished using the appropriate polish and any stains removed.
- b) All Telephone headsets should be wiped, cleaned and disinfected daily. Computers, printers, photocopiers, shredders and typewriters should be dusted and cleaned daily.
- c) All furniture covered with fabric should be shampooed and sanctioned cleaned once a month. Discolouration and stains removed as and when necessary. Excess water should be

mechanically sucked and chairs dried in readiness for the next day of business. Care should be taken to ensure that the fabric is not damaged during cleaning. The service provider will be liable for any damage. Plastic Chairs should always be kept clean.

***Notice Boards***

ALL notice boards made of glass and metal frames shall be wiped daily. Soft board notice boards should be dusted daily and removal of cobwebs should be done daily.

***Company Signage plates Placed in different Locations giving direction***

Should be washed fortnightly using soft brush and appropriate detergents and continuous keep clean

***All Bathrooms and Toilets***

ALL toilet floors should be wiped and mopped, kept dry and disinfected using approved disinfectants continuously and always kept clean. Scrub, brush and disinfect the inside and outside toilet bowls under the rim, toilet seat, toilet cover and flush.

Any system failures such as leakages should be reported for prompt repair.

***Basins, Sinks and Urinals***

Scrubbing with suitable detergent and disinfecting twice daily. Disinfect daily all hand-touch facilities i.e. door handles, wipe mirrors flush and tap handles to be wiped and polished. Removal of marks noticed and reporting of any leakages always.

***Walls, Ceiling and Mirrors***

- a) All stains and marks on the walls, and ceilings should be removed using approved spot cleaner.
- b) Birds, insects, bats droppings, bird's and wasp's nests, cobwebs should always be cleaned and removed.
- c) Any signs of dampness on the ceiling should be reported promptly to the premises caretaker or RBA representative.
- d) Mirrors should always be wiped and kept clean.

***All Kitchens***

These should be damp mopped, dust floor screed, scrub, apply polish, and machine buffed with approved detergent daily. Dust, clean and wipe all furniture and fittings.



### ***Doors and Partitions***

- All doors and doors handles must be cleaned and disinfected daily and polished once a week.
- All door hinges should be oiled regularly when need arises. The oil should be supplied and applied by the service provider and should be non-staining.
- All office partitions should be wiped daily.

### ***Provision of Toilet Papers, Sanitizers, and Fresheners***

- Supply **moth balls, sanitary toilet blocks, self-dispensing air fresheners, liquid hand washing soap (STRICTLY NOT HOMEMADE), prescribed high quality hand lotion, high quality brilliant white toilet papers, toilet seat disinfectant/sanitizers, hand sanitizers and hand tissues** throughout the day and refilling them all the time.
- Any faulty soap dispensers and/or hand dryers should be replaced and invoiced separately. RBA will require a quotation before replacement.
- Samples of the toilet paper, hand tissue, hand soap and fresheners should be approved by the Authority.

### ***Ceilings Windows, Window Panes and Grills***

- All ceilings must always be spotless and cobweb free.
- All windows, panes and grills must be cleaned and dusted every day. All efforts should be put to reach all the parts of such windows. Application of sheen on windowpanes as well as thorough cleaning of all windows should be done once a week.

### ***Curtains, Blinds, and Shears,***

- All curtains and blinds, should be laundered/dry cleaned and pressed once a month but shears will be cleaned fortnightly or as determined by RBA from time to time.

### ***Garbage Collection and Management***

- a) All Dust Bins/Waste Paper Baskets, Shredders bins and Ashtrays must always be emptied and cleaned. Ensure the refuse chute and rubbish collection areas are cleaned all the time.
- b) Waste shall be collected and segregated.

- c) The service provider to supply dustbin-lining, polythene bags biodegradable in all bins at all times.
- d) Garbage within all the contracted areas should be collected daily, segregated and disposed as per NEMA Regulations. Disposal of garbage to the designated area shall be done daily. The category of waste emitted from RBA operations is categorized as:

- (1) Biodegradable
- (2) Medical/Hazardous waste
- (3) Bottles/Plastics and polythene
- (4) Sanitary dressings

### **FLOWER SUPPLY AND MAINTENANCE**

- a) **Supply eight (8)** flesh flowers arrangements preferably rose flowers or carnations on request:
- b) The flowers are required to be supplied once a week.
- c) Supply of bouquet of flowers for staff welfare activities on request (to be invoiced separately)
- d) All office flowers should be properly maintained. The flowers should be delivered every Monday morning before 8 a.m.
- e) Two flower arrangements will be supplied on 13<sup>th</sup> floor, four on 14<sup>th</sup> floor and two flower arrangement to be supplied on 4<sup>th</sup> floor
- f) The flowers should be able to last one week without withering
- g) The flower arrangements should be attractive and fresh
- h) Fallen and withered flowers should be cut, collected and kept at designated areas under supervision of RBA staff. The area should be cleared

### ***IN-DOOR PLANTS***

- a) The contractor shall supply 6 indoor plants in pots
- b) The firm shall be responsible for the maintenance of the indoor plants
- c) The indoor plants shall be attended to after every 2 weeks
- d) Withered plants shall be replaced immediately
- e) Fallen and withered plants should be cut, collected and kept at designated areas under

supervision of RBA staff. The area should be cleared

***SANITARY DISPOSAL***

Supply, empty and clean sanitary bins once in every two weeks or as need arises in all the toilets.

***FUMIGATION SERVICES***

Fumigate all the floors on quarterly basis using detergent approved by the Authority.

## SECTION VI - STANDARD FORMS

### Notes on the Standard 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. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **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.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the RBA.
6. **Performance security Form** - The performance security form should not be completed by the tenderer 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 RBA.

**Form of Tender**

To:  
Name and address of RBA

Date

\_\_\_\_\_  
Tender No.  
Tender  
Name

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. *(Insert numbers)* the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Cleaning & Gardening Services under this tender in conformity with the said Tender document for the sum of .....*[Total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Cleaning & Gardening Services in accordance with the conditions of the tender.
3. 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## Price Schedule Form

Item	Area of Assignment	DESCRIPTION OF WORKS (SCOPE OF WORK)	COST PER MONTH (KSHS.) Inclusive of All applicable Taxes	TOTAL ANNUAL COST (KSHS.) Inclusive of all applicable Taxes
1	Cleaning of 4 <sup>th</sup> , 13 <sup>th</sup> & 14 <sup>th</sup> Floor- <ul style="list-style-type: none"> <li>• Reception areas, offices, equipment, furniture, fittings, curtains &amp; window blinds, meeting rooms, utility rooms, kitchenettes, floor finishing PVC, tiles carpets</li> <li>• Including All Sinks, Toilets &amp; Mirrors:</li> <li>• Stationery Store on 13<sup>th</sup> floor and two (2) storage stores at the basement</li> <li>• Garbage Collection and Management- all areas</li> </ul>	As per specification and scope of cleaning works		
2	Supply and Maintenance of office flowers (8 flower arrangements per week)	As per specification and scope of cleaning works		
3	Maintenance of indoor plants	As per specification and scope of cleaning works		
4	Sanitary disposal	As per specification and scope of cleaning works		
<b>Total Cost in Kenya Shillings Year one (1)</b>				
<b>Total Cost In Kenya Shillings Year Two (2)</b>				
<b>Total Cost In Kenya Shillings Year Three (3)</b>				

## ONE OFF SUPPLIES

ITEM	AREA OF ASSIGNEMENT	QUANTITY	DESCRIPTION OF WORKS (SCOPE OF WORK)	UNIT COST (KSHS.) Inclusive of All applicable Taxes	TOTAL COST (KSHS.) Inclusive of all applicable Taxes
1	Supply/Install Hand Towel Dispenser	10 Pieces	As per specification and scope of cleaning works		
2	Supply/Install Soap dispensers	10 Pieces	As per specification and scope of cleaning works		
3	Supply/Install Jumbo size Tissue dispensers	12 Pieces	As per specification and scope of cleaning works		
4	Supply/Install self/auto dispensing wall-mounted air fresheners	8 Pieces	As per specification and scope of cleaning works		
5	Supply/Install toilet seat sanitizer dispensers	14 Pieces	As per specification and scope of cleaning works		
6	Supply/Install & automatic hand dryers	8 pieces	As per specification and scope of cleaning works		
7	Supply Sanitary Bins on lease basis	6 Pieces	As per specification and scope of cleaning works		
8	Supply potted indoor plants	12 Pieces	As per specification and scope of cleaning works		
<b>TOTAL COST</b>					

**We undertake, if our tender is accepted, to provide Cleaning & Gardening Services in accordance with the schedule rates and delivery rates specified herein above.**

Name of Organization \_\_\_\_\_

Name of Signatory \_\_\_\_\_

In the capacity of \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Company Rubber Stamp/Seal \_\_\_\_\_



**Contract Form**

THIS AGREEMENT made the..... day of.....20.....  
between The Retirement Benefits Authority of Kenya (hereinafter called “the RBA”) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the RBA invited tenders for the Cleaning Services and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_  
\_\_\_\_\_ [contract price in words in figures]  
(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the RBA’s Notification of Award
3. In consideration of the payments to be made by the RBA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the RBA to provide the Cleaning Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The RBA hereby covenants to pay the tenderer in consideration of the provision of the services 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 RBA)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i/ j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

**Part 1 - General**

Business Name:.....  
Certificate of Incorporation / Registration No. ....  
Location of business premises: Country .....  
Physical address ..... Town.....  
Building.....Floor.....Plot No.....  
Street / Road .....Postal Address..... Postal /  
Country Code.....Telephone No's .....  
Fax No's. ....E-mail address.....  
.....  
Website.....  
Contact Person (*Full Names*) ..... Direct / Mobile No's.....  
.....  
Title ..... Power of Attorney (**Yes / No**)  
If **yes**, attach written document.  
Nature of Business (*Indicate whether manufacturer, distributor, etc*) .....  
.....

**(Applicable to Local suppliers only)**

Local Authority Trading License No. .... Expiry Date.....  
Value Added Tax No.....  
Value of the largest single assignment you have undertaken to date (**USD/KShs**)  
.....  
Was this successfully undertaken? **Yes / No**. ....(If **Yes**, attach reference)  
Name (s) of your banker (s)  
.....  
Branches ..... Tel. No's.....

**Part 2 (a) - Sole Proprietor (if applicable)**

Full names.....  
Nationality..... Country of Origin.....  
.....

Company Profile ..... (*Attach brochures or annual reports in case of public company*)

**Part 2 (b) - Partnerships (if applicable)**

Give details of partners as follows:

Full Names	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			

Company Profile ..... (Attach brochures)

**Part 2 (c) - Registered Company (if applicable - as per the CR12 form)**

Private or public .....

Company Profile ..... (Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			

**Part 2 (d) - Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the RBA and any other public or private institutions.

Full Names.....

Signature.....

Dated this .....day of .....2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

.....

**Part 2 (e) - Bankruptcy/Insolvency/receivership.**

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated this .....day of .....2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....  
.....

**Part 2 (f) - Criminal Offence**

I/We, (Name (s) of Director (s)):-

- a) .....
- b) .....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

For and on behalf of M/s.....  
.....

In the capacity of.....

Dated this .....day of .....2019.

Suppliers' / Company's Official Rubber Stamp  
.....

**Part 2 (g) - Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a) .....
- b) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2019

Suppliers' / Company's Official Rubber Stamp  
.....

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

Is there any person/persons in RBA or any other public institution who has interest in the Firm?

Yes/No ..... Institution .....

.....  
.....

**(Title) (Signature) (Date)**

**Part 2 (i or j) - Bank account details:**

AGPO firms must provide evidence from their bank that the account to which RBA shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

**Account No:...** .....**Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate** ... ..

...../.....

*ID No(s):... .. /... ..Signature and stamp of the authorized  
Banker Representative... ..Date... ..*

***Part 2(j or k) - Declaration***

I / We, the undersigned state and declare that the above information is correct and that I / We give RBA authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full name.....

Signature.....

For and on behalf of M/s.....

In the capacity of.....

Dated this .....day of .....2019.

Suppliers' / Company's Official Rubber Stamp

.....

## TENDER-SECURING BID DECLARATION FORM

{To be filled in Tenderer's Letter head}

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

Date:{insert date (as day, month and year)}

<b>TENDER FOR PROVISION OF CLEANING &amp; GARDENING SERVICES</b> <b>[RBA/TENDER/CLEANINGSERVICES/613/976/2019]</b>
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To: **Retirement Benefits Authority**

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of **3 years** starting on **[insert date; being closing date of tender]**, 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 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 Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of:-
  - (i) Our receipt of a copy of your notification of the name of the successful Tender; or
  - (ii) Thirty days after the expiration of our Tender.
4. We understand that if we are a Joint Venture , the Tender 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 the bidding, the Tender 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 Tenderer]

Dated on .....day of ....., 20..... *[[Insert date of signing]*

Corporate Stamp/  
Seal.....  
.....

**LETTER OF NOTIFICATION OF AWARD**

(RBA Letterhead)

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

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

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

**RE: Tender No.:**

**Tender**

**Name:**

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

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

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

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

For and on behalf of  
**THE CHIEF EXECUTIVE OFFICER**



