



TENDER

FOR

PROVISION OF CLEANING

AND

**GARBAGE COLLECTION SERVICES AT PARK ROAD
ESTATE NAIROBI**

TENDER NO. NHC/AHP/CGS/015/20-21

**(Eligibility is reserved for Duly Registered Youth, Women
Enterprise & Persons Living with Disability (PWD's))**

(NO CHARGE FOR THE TENDER DOCUMENT)

INVITATION DATE: 8TH JUNE 2021

**CLOSING DATE: 23RD JUNE 2021
AT 11:00 AM**

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INVITATION TO TENDER

Re: Tender for Provision of Cleaning & Garbage Collection Services at NHC Properties (Park Road).

- 1.1.1 The Corporation invites sealed tenders from eligible candidates for **Provision of Cleaning and Garbage Collection Services at NHC Properties (park Road) for a period of 1 year from 1st July 2021 to 30th June 2022.**
- 1.1 Interested eligible candidates may obtain bid documents from the Procurement Office, N.H.C House, Aga Khan Walk, 9th Floor, N.H.C House between 9.00a.m to 1.00p.m and 2.00p.m to 3.00p.m.
- The bid documents can also be downloaded **free of charge** from the following websites: www.nhckenya.go.ke or www.tenders.go.ke. Enquiries can be made via email address: info@nhckenya.go.ke.
- Any addenda/additional information on the tenders shall be posted on the N.H.C Website www.nhckenya.go.ke.
- 1.2 Prices quoted should be **inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **150 days** from the closing date.
- 1.3 Tenders must be accompanied by a duly fill, sign and stamp Tender Declaration Form provided
- 1.4 Bidders shall ensure serialization of pages for each bid submitted.
- 1.5 Duly completed bid documents are to be enclosed in plain sealed envelopes, marked with the **“Tender No” and “Tender Description”** and be addressed to;

**The Managing Director,
National Housing Corporation,
P.O. Box 30257-00100,
NAIROBI.**

and must be received in the tender box at NHC Headquarters, Ground Floor during normal working hours on or before **23rd June .2021 at 11.00A.M.**

- 1.1.2 Bids shall be opened immediately thereafter in the presence of candidates representatives who choose to attend at NHC Conference Room10th floor. The government directives on managing spread of Corona Virus will be strictly observed. **Late bids shall be rejected.**

MANAGING DIRECTOR

SECTION II – INSTRUCTIONS TO TENDERS

2.1 Eligible Tenderers

2.1.0 Bio Data

Name of Bidder

Postal Address

Physical Address

Telephone Numbers.....

Email Address

2.1.1. This tender is reserved for Special Groups (Youth, Women & PLWD).

2.1.2. NHC's employees, committee members, board members and their relative (spouse and children) are not eligible to participate

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

2.2 Cost of Tendering

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

2.2.2 The tender documents will be sold in accordance with the invitation to tender.

2.2.3 NHC shall allow the tenderer to review the tender free of charge prior to purchase.

2.3 Contents of Tender Documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders;

- i. Instructions to tenderers
- ii. Form of tender
- iii. Price schedules
- iv. Confidential business questionnaire form
- v. Tender Securing Declaration Form
- vi. Contract form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by NHC. Written copies of the NHC's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

- 2.4.2. NHC shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of Documents

- 2.5.1. At any time prior to the deadline for submission of tenders, NHC, 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 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, NHC, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender Securing Declaration furnished in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

- 2.8.1 The tenderers shall complete the provided Form of Tender and the Price Schedule accordingly.

2.9 Tender Prices

- 2.9.1 The price indicated on the price schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.2 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.3 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.4 Where contract price variation is allowed, variation shall not exceed 25% of the original contract price.
- 2.9.5 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

Prices shall be quoted in Kenya Shillings only.

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 Tenders must be accompanied by a duly fill, sign and stamp Tender Declaration Form provided.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **150 days** or as specified in the invitation to tender after date of tender opening prescribed by the NHC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the NHC as nonresponsive.
- 2.13.2 In exceptional circumstances, NHC 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. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly/marketing each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between the two, the original copy shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original tender and the copy in an outer envelope, duly marking with the tender name and tender number and the words: "**Do not open before**" **23rd June 2021 at 11:00 AM** and shall be addressed to the address given in the invitation to tender.
- 2.15.2 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "**late**".
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, NHC 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 NHC at the address specified under paragraph 2.15.2 no later than at **23rd June 2021 at 11:00 A.M**
- 2.16.2 NHC may at its discretion extend this deadline for submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of NHC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by NHC prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by 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 specified by the tenderer on the Tender Form.
- 2.17.5 NHC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 NHC shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 NHC will open all tenders in the presence of tenderers' representatives who choose to attend, on **23rd June 2021 at 11.00 A.M** and in the location specified in the invitation to tender. The tenderers' representatives present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender securing declaration and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and to only who will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders NHC may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 NHC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

- 2.20.3 NHC may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, NHC 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. NHC 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 NHC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a Single Currency

Prices shall be quoted in Kenya Shillings only.

2.22 Evaluation and Comparison of Tenders.

- 2.22.1 Tenderers who fail to meet mandatory requirements will have their bids considered non-responsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.
- 2.22.2 NHC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.3 The comparison shall also include all costs as well as duties and taxes payable.
- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.5 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 be debarred from participating in public procurement.

2.23. Contacting NHC

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact NHC 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 NHC in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 NHC will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities.

- 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 NHC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.12 NHC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

- 2.24.4 NHC 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 NHC action. If NHC determines that none of the tenderers is responsive; NHC shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and NHC pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

- 2.25.3 Upon the successful Tenderer's furnishing of the performance security, NHC will promptly notify each unsuccessful Tenderer.

2.26 Signing of Contract

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

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

- 2.26.3 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.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of letter of award from NHC, the successful tenderer shall furnish a performance security equivalent to 5% of the contract sum accordance with the Performance Security Form provided in the tender document, or in another form acceptable to NHC.

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

2.27.3 The performance security shall be in Kenya Shillings and shall be in the form of a bank guarantee.

2.27.4 Failure by the successful tenderer to comply with this requirement shall constitute sufficient grounds for the annulment of the award, in which event NHC may make the award to the next lowest evaluated tender or call for new tenders.

2.27.5 The performance security will be discharged by NHC 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.

2.28 Corrupt or Fraudulent Practices

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

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

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

SCOPE OF WORK /TERMS OF REFERENCE (TOR'S)

PROVISION OF CLEANING & GARBAGE COLLECTION SERVICES AT PARK ROAD ESTATE

Description/Scope of Work

A. Cleaning Services:

This consists of among other things;

I. Landscaped Areas

- ✓ Cutting grass and trimming of trees , shrubs and flowers in the open spaces
- ✓ Weeds should be removed and litter collected

II. Cleaning

- ✓ A total of 30 cleaners.
- ✓ Sweeping and Cleaning of roads, pavements, staircases, within the blocks, and car parks at least daily and disposing of debris. The staircases should be cleaned with water daily while the pavements and parking areas should be cleaned with water whenever possible at least once every two weeks.

III. Storm water Drainages

- ✓ Opening of storm water drainages, clearing blockages and disposing any litter.
- ✓ The service provider will continuously clear the manholes and un-block the system. All drainages to be cleaned and unblocked twice a week or as need arises

IV. Working Hours

- ✓ The works are to be carried out during normal working hours to include even Saturdays.

V. Chemicals for use

- ✓ The Contractor is to use Environmental friendly chemicals for purposes of cleaning and disinfecting the site. These chemicals are to be provided by the contractor at their own cost.

VI. Provisions and Standards of Services

- ✓ A high standard of cleaning performance in the execution of the works is expected. Poor performance and substandard quality of work will be grounds for termination of the contract.

VII. Equipment

- ✓ All cleaning personnel must be equipped with the right tools for their trade including skips, uniforms, hand gloves and any other tools of work.

VIII. Logistics

- ✓ The contractor shall make arrangements and be responsible at their own cost for general transport requirements for all its personnel to and from the sites.

IX. Deployment

The service provider is expected to deploy a minimum of thirty (30) cleaners on this assignment.

X. Wages

Upon successful contracting, the service provider will be required on a quarterly basis to provide evidence of compliance with minimum wage guidelines in Kenya for staff deployed on this assignment.

B. Garbage Collection

The service provider will:

- i) Provide at least four (4) garbage skips (containers) for the whole estate which must be emptied, cleaned and disinfected three (3) times a week.
 - ii) Collect garbage from respective flats/houses three times a week and dispose to relevant County Government approved dumping sites.
 - iii) Supply polythene bags to the residents regularly at least eight (8) pieces per month per house/flat per month.
 - iv) The skips should be cleaned and disinfected immediately upon emptying.
 - v) All costs of any disinfectants to be used will be settled by the Contractor.
- VI. Protective clothing/equipment /attire for staff, protection from hazardous material.
- V. Attach copy of the health & Safety Policy for the company.

NB: The garbage collected and the debris from the roads, car parks and drainage shall be removed from the estate and dumped at the Nairobi County dumping site.

Evaluation and Comparison of Tenders

Bids shall be evaluated in the following three stages. The preliminary evaluation criterion has already been considered during the evaluation process of the recently concluded prequalification exercise that you participated in.

- i) Preliminary Evaluation
- ii) Technical Evaluation
- iii) Financial Evaluation

a. Preliminary/Mandatory Evaluation Criteria

- i.) Copy of Certificate of Incorporation/Registration or Copy of Business Registration Certificate for Sole Proprietor and CR 12 for Companies
- ii.) Copy of Valid Tax Compliance Certificate
- iii.) Copy of valid AGPO Registration Certificate from National Treasury
- iv.) Copy of valid Business Permit for the year 2021
- v.) Copy of valid County Authority Collect and Dispose Waste
- vi.) Copy of valid NEMA Licence to Transport Waste
- vii.) Copy of valid letter from Ministry of Labour on compliance of meeting the minimum wages.
- viii.) Copies of staff payrolls for the last three months of 2021 duly certified by your bank confirming that salaries were remitted through the bank
- ix.) Copy of valid Workman Injuries Benefit Cover (WIBA)
- x.) Copy of valid Professional Indemnity Cover
- xi.) Duly filled, signed & stamped Form of Tender
- xii.) Duly filled, signed & stamped Price Schedule provided
- xiii.) Duly filled, signed and stamped Tender Securing Declaration Form.
- xiv.) Duly filled Self Declaration that the Person/Consultant is not debarred in the Matter of the Public Procurement and Asset Disposal Act 2015.
- xv.) Duly filled Self Declaration that the Person/Consultant will not engage in any Corrupt or Fraudulent Practice

b. Technical Evaluation Criteria - (100 Marks)

S/N o	DESCRIPTION	SCORE
1	Past/Present experience in similar works for the last two years with a average value of not less than Kenya one(1) million per annum(provide evidence inform of LPO/contract agreements of two sites) (10 marks each)	20marks
2	.	
3	Average annual turnover of not less than Kshs,2million per annum for the last two years as demonstrated by the submitted Audited Accounts for the years 2019, 2020) (10 Marks each)	20 Marks
4	Personnel to handle the task including the following: i.) Supervisory Staff (5marks) ii.) General Staff (15marks) (attached qualifications & CV's and recommendation letter from current employer)	20 marks
5	Relevant equipment owned and to be used in the project:	
	Authorized Garbage collection vehicles/trucks. (attach copy of logbook and/or lease agreement if not in companies name)	10 marks
6	Other cleaning equipment eg. Washing machine and vacuum cleaner.(provide evidence of at least five)	10marks
7	Proposed chemical and detergents to be used (provide evidence of at least 5)	10marks
8	Staff Establishment in form of an organization structure	10marks
Total		100marks

Collect garbage from respective flats/houses three times a week and dispose to relevant County Government approved dumping sites.

Bidders shall be required to obtain a minimum of seventy (70) marks at the Technical Evaluation to proceed to Financial Evaluation stage.

C. Financial Evaluation Criteria

The successful bidder shall be the one with the lowest evaluated price that meets specifications/requirements.

General Instructions:

- a) Prices should be inclusive of VAT and all applicable taxes.
- b) In case of discrepancy between unit (monthly) cost and annual cost; the unit (monthly) cost shall prevail.
- c) The cost of all detergents and or any chemicals shall be borne by the contractor. NHC will provide tissue paper to its staff.
- d) The contractor MUST deploy adequate **Thirty (30No.)** personnel
- e) The contractor is expected during the tenure of the contract to adhere to Government minimum wage guidelines prevailing at the time.
- f) Bidders are encouraged to visit site before they bid for and have a Site Viewing Certificate duly signed.

Bidders Signature:

Date:

STANDARD FORMS

Notes on the standard Forms

No.	Form	Description
1.	Price Schedule Form	The price schedule form must similarly be completed and submitted with the tender
2.	Forms of Tender	The forms 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
3.	Performance Bank Guarantee [Unconditional]	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 equivalent to 2% of the contract sum.
4.	Tender Security Form	Tenders must be accompanied by a duly fill, sign and stamp Tender Declaration Form provided.
5.	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

FORM OF TENDER - PROVISION OF CLEANING & GARBAGE COLLECTION SERVICES AT PARK ROAD ESTATES

Date _____

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos.....[insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to in conformity with the said tender documents for the sum of or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements. We agree to abide by this tender for the tender validity period specified in Clause 2.13 of the Appendix to Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We are not participating, as tenderers, in more than one tender in this tendering process. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[signature]-----[in the capacity of]

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

PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]

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/Insurance Company guarantee by a reputable Bank/Insurance Company 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 theday of20.....

Signed and seal of the Guarantors
[name of Bank/Insurance Company]
[address]
[date]

TENDER SECURING DECLARATION

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

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

Tender No.: *[insert **number of Tendering process**]*

To:
*[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration. We accept that our future ability to tender shall be jeopardized if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of our Tender by the Purchaser during the period of Tender 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 conditions of the tender.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

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

In the capacity of.....
*[insert **legal capacity of person signing the Tender Securing Declaration**]*

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

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

Dated on _____ day of _____,

CONTRACT FORM

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

WHEREAS the procuring entity invited tenders for certain materials and spares.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)
in the presence of _____.

SELF DECLARATION THAT THE PERSON/CONSULTANT IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert Proposal title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

..... (Title) (Signature)

Bidder's Official Stamp

SELF DECLARATION THAT THE PERSON/CONSULTANT WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,of P. O. Box being a resident of in the Republic of..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert Proposal title/description) for.....(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject Proposal
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title) (Signature)

Bidder's Official Stamp



NATIONAL HOUSING CORPORATION

SITE VIEWING CERTIFICATE

Certification

The bidder visited the site and acquainted him/her self with the site conditions and the works being tendered for.

For Bidder:

Name of the bidding firm:

Name of the Authorized representative/Agent:

Signature/Stamp:.....Date:

NHC Representative:

Name of the Site:

Name of the Officer:

Signature/Stamp:.....Date:

