



...towards a prosperous future together

TENDER DOCUMENT
FOR
**PROVISION OF CLEANING, GARBAGE COLLECTION, SANITARY
AND TEA MAKING SERVICES**

TENDER NO. ST/ADM/CGS/13/2019

APRIL 2019

STIMA SACCO,
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TABLE OF CONTENTS

		PAGE
	INTRODUCTION.....	3
SECTION I	INVITATION TO TENDER.....	4
	INSTRUCTIONS TO TENDERERS.....	5
SECTION II	APPENDIX TO INSTITUTIONS TO TENDER	19
	GENERAL CONDITIONS OF CONTRACT.....	22
SECTION III		
	SPECIAL COND1TIONS OF CONTRACT.....	29
SECTION IV		
	SCHEDULE OF REQUIREMENTS.....	30
SECTION V		
	PRICE SCHEDULE.....	33
SECTION VI		
	TECHNICAL SPECIFICATIONS.....	34
SECTION VII		
	STANDARD FORMS.....	40
SECTION VIII		

SECTION I – INVITATION TO TENDER

DATE OF NOTICE: THURSDAY, 25TH APRIL 2019

TENDER REF. AND NAME: TENDER NO. ST/ADM/CGS/13/2019 FOR PROVISION OF CLEANING, GARBAGE COLLECTION, SANITARY AND TEA MAKING SERVICES

- 1.1. Stima DT Sacco Society invites sealed bids from all interested candidates for **Provision of Cleaning, Garbage collection, Sanitary and Tea Making Services** at Stima DT Sacco Society headquarters and branches.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from **Procurement Office, Stima DT Sacco Society, Stima Sacco plaza, 1st Floor Mushembi road, parklands, Nairobi** during normal working hours from Monday to Friday (excluding any public or gazetted holiday) between **9.00 a.m. & 12.30 p.m. and 2.00 p.m. & 4.30 p.m.**
- 1.3 A complete set of tender documents may be may downloaded from Stima Sacco society website (www.stima-sacco.com) free of charge. All bidders will be required to e-mail their name, email address, physical address and telephone contacts to procurement@stima-sacco.com.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or easily convertible foreign currency and shall remain valid for a period of 90 days from the Closing date of the tender.
- 1.5 There will be a **mandatory pre-bid/site visit** meeting to be held at Stima DT Sacco Society's various branches, see the schedule on **Appendix to instruction to tenderers (ITT)**.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **Ground Floor, Stima Sacco Plaza, Nairobi** and be addressed to:

**Chief executive officer
Stima Sacco society ltd
P.O. BOX 75629-00200,
Nairobi.**

So as to be received on or **before Friday, 10th May, 2019 at 12.00 noon.**

- 1.7 Clarifications and/or addendums shall be uploaded only on the Stima Sacco website and send to the official email addresses of the bidders who have registered. Bidders are advised to periodically check the website for any clarifications and/or addendums
- 1.8 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Stima DT Sacco board Room second floor, Stima Sacco Plaza, Nairobi.

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.

	Page
2.1 Eligible Tenderers	5
2.2 Cost of tendering	5
2.3 Contents of tender documents	5
2.4 Clarification of Tender documents	6
2.5 Amendment of tender documents	6
2.6 Language of tenders	7
2.7 Documents comprising the tender	7
2.8 Form of tender	7
2.9 Tender prices	8
2.10 Tender currencies	8
2.11 Tenderers eligibility and qualifications	8
2.12 Tender security	8
2.13 Validity of tenders	9
2.14 Format and signing of tenders	10
2.15 Sealing and marking of tenders	10
2.16 Deadline for submission of tenders	11
2.17 Modification and withdrawal of tenders	11
2.18 Opening of tenders	12
2.19 Clarification of tenders	12
2.20 Preliminary Examination	12
2.21 Conversion to other currencies	13
2.22 Evaluation and comparison of tenders	13
2.23 Contacting the procuring entity	14
2.24 Post-qualification	15
2.25 Award criteria	15
2.26 Procuring entities right to vary quantities	15
2.27 Procuring entities right to accept or reject any or all tenders	15
2.28 Notification of award	16
2.29 Signing of Contract	16
2.30 Performance security	16
2.31 Corrupt or fraudulent practices	17

SECTION II INSTRUCTIONS TO TENDERERS (ITT)

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. Stima DT Sacco Society 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.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Stima DT Sacco to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Stima DT Sacco, 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 shall not exceed Kshs. 5,000/=
- 2.2.3 Stima DT Sacco shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security 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 Stima DT Sacco in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Stima DT Sacco 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 Stima DT Sacco. Written copies of the Stima DT Sacco 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. Stima DT Sacco shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, Stima DT Sacco, 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, Stima DT Sacco, 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 Stima DT Sacco shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

2.9.6 Price variation requests shall be processed by Stima DT Sacco within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of **bank guarantee**.

- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Stima DT Sacco as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Stima DT Sacco.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by Stima DT Sacco on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30 **or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by Stima DT Sacco, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Stima DT Sacco as nonresponsive.
- 2.13.2 In exceptional circumstances, Stima DT Sacco may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

(a) be addressed to Stima DT Sacco 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 10th May, 2019 at 12.00 noon.”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Stima DT Sacco 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 Stima DT Sacco at the address **specified** under paragraph 2.15.2 no later than **10th May, 2019 at 12.00 noon.**

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

2.16.3 Bulky tenders which will not fit in the tender box shall be received by Stima DT Sacco Ltd as provided for in the appendix.

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 Stima DT Sacco may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Stima DT Sacco 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 Stima DT Sacco will open all tenders in the presence of tenderers' representatives who choose to attend, at 12.00 noon. On **Friday, 10th May, 2019 at 12.00 noon** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 Stima DT Sacco will prepare minutes of the tender opening which will be submitted to the 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 Stima DT Sacco 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 Stima DT Sacco in the Stima DT Sacco'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 Stima DT Sacco will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 Stima DT Sacco may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, Stima DT Sacco 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. Stima DT Sacco'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 Stima DT Sacco and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, Stima DT Sacco 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 Stima DT Sacco Society Ltd will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 Stima DT Sacco Society'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 2.22.4 and in the technical specifications:
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

Stima DT Sacco 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 Stima DT Sacco's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a 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. Stima DT Sacco may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence Stima DT Sacco 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 In the absence of pre-qualification, Stima DT Sacco will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Stima DT Sacco 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 Stima DT Sacco 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 2.29 Stima DT Sacco 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 Stima DT Sacco 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 Stima DT Sacco's action. If Stima DT Sacco determines that none of the tenderers is responsive; Stima DT Sacco shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, Stima DT Sacco 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 Stima DT Sacco 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 pursuant to paragraph 31, Stima DT Sacco will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as Stima DT Sacco notifies the successful tenderer that its tender has been accepted, Stima DT Sacco 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 Stima DT Sacco

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 notification of award from Stima DT Sacco, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Stima DT Sacco.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph

2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Stima DT Sacco may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 Stima DT Sacco 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.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS (ITT)

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers																																								
1.6 Site Visit and Pre-Bid Meeting	<p>Site visit meetings shall be held as per below schedule:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Branch</th> <th style="text-align: center;">Location of the Branch</th> <th style="text-align: center;">Date of site visit/ pre bid</th> <th style="text-align: center;">Time</th> </tr> </thead> <tbody> <tr> <td>Stima Sacco plaza, Stima Investment plaza and Stima investment plaza II</td> <td>Mushembi road, Parklands, Nairobi</td> <td style="text-align: center;">3rd May 2019</td> <td style="text-align: center;">2.00 PM</td> </tr> <tr> <td>Mombasa branch</td> <td>Electricity House, Nkrumah road</td> <td style="text-align: center;">30th April 2019</td> <td style="text-align: center;">2.00 PM</td> </tr> <tr> <td>Kisumu branch</td> <td>West end Mall, Achieng oneko Road</td> <td style="text-align: center;">3rd May 2019</td> <td style="text-align: center;">4.00 PM</td> </tr> <tr> <td>Nakuru branch</td> <td>Meems Building, Kenyatta avenue</td> <td style="text-align: center;">29th April 2019</td> <td style="text-align: center;">At 11.00 AM</td> </tr> <tr> <td>Eldoret branch</td> <td>Zion Mall Building, Off Uganda road</td> <td style="text-align: center;">30th April 2019</td> <td style="text-align: center;">11.00 AM</td> </tr> <tr> <td>Olkaria Branch</td> <td>Geothermal Complex, Moi road, Naivasha</td> <td style="text-align: center;">30th April 2019</td> <td style="text-align: center;">11.00 AM</td> </tr> <tr> <td>Embu branch</td> <td>Pearl Center, Dayo S N Patel Road</td> <td style="text-align: center;">2nd May 2019</td> <td style="text-align: center;">11.00 AM</td> </tr> <tr> <td>Nairobi CBD branch</td> <td>Victor House, Kimathi street</td> <td style="text-align: center;">2nd May 2019</td> <td style="text-align: center;">2.00 PM</td> </tr> <tr> <td>Kawi branch</td> <td>Kawi Complex, Off Red Cross Road, south C</td> <td style="text-align: center;">2nd May 2019</td> <td style="text-align: center;">10.00 AM</td> </tr> </tbody> </table>	Branch	Location of the Branch	Date of site visit/ pre bid	Time	Stima Sacco plaza, Stima Investment plaza and Stima investment plaza II	Mushembi road, Parklands, Nairobi	3 rd May 2019	2.00 PM	Mombasa branch	Electricity House, Nkrumah road	30 th April 2019	2.00 PM	Kisumu branch	West end Mall, Achieng oneko Road	3 rd May 2019	4.00 PM	Nakuru branch	Meems Building, Kenyatta avenue	29 th April 2019	At 11.00 AM	Eldoret branch	Zion Mall Building, Off Uganda road	30 th April 2019	11.00 AM	Olkaria Branch	Geothermal Complex, Moi road, Naivasha	30 th April 2019	11.00 AM	Embu branch	Pearl Center, Dayo S N Patel Road	2 nd May 2019	11.00 AM	Nairobi CBD branch	Victor House, Kimathi street	2 nd May 2019	2.00 PM	Kawi branch	Kawi Complex, Off Red Cross Road, south C	2 nd May 2019	10.00 AM
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Mombasa branch	Electricity House, Nkrumah road	30 th April 2019	2.00 PM																																						
Kisumu branch	West end Mall, Achieng oneko Road	3 rd May 2019	4.00 PM																																						
Nakuru branch	Meems Building, Kenyatta avenue	29 th April 2019	At 11.00 AM																																						
Eldoret branch	Zion Mall Building, Off Uganda road	30 th April 2019	11.00 AM																																						
Olkaria Branch	Geothermal Complex, Moi road, Naivasha	30 th April 2019	11.00 AM																																						
Embu branch	Pearl Center, Dayo S N Patel Road	2 nd May 2019	11.00 AM																																						
Nairobi CBD branch	Victor House, Kimathi street	2 nd May 2019	2.00 PM																																						
Kawi branch	Kawi Complex, Off Red Cross Road, south C	2 nd May 2019	10.00 AM																																						
Attendance of pre-bid meeting or site visit	<p>a) <i>the pre-bid meeting is mandatory</i> b) <i>the site visits are mandatory</i></p>																																								
2.1 Eligibility	Registered qualified Cleaning firms operating in Kenya																																								
2.8 Form of tender	Form of tender must be filled, signed and stamped																																								
2.10 Particulars of other currencies allowed	Price should be in Kenya shillings only or a freely convertible currency.																																								

2.1 Tender security	Tender security required is KES. 100,000.00 in form of a bank guarantee from a reputable bank in Kenya valid for 90 days from the date of closing date of the tender.
2.14.1 Format and signing of tender	Bidders shall provide one original copy of tender document and clearly marked “ original ” and I other copy marked “ copy ” all placed in one envelope and tender title and number and closing date clearly written on top of the envelope.
2.13.1Tender Validity	Tender shall remain valid for a period of 90 days from the date of opening
2.16 Deadline for submission	Deadline for Submission of Tenders /Closing date shall Friday, 10th May, 2018 at 12.00 noon.

SECTION III: GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

3.1	Definitions
3.2	Application
3.3	Standards
3.4	Use of contract documents and information
3.5	Patent Rights
3.6	Performance security
3.7	Inspections and tests
3.8	Payment
3.9	Prices
3.10	Assignment
3.11	Termination for default
3.12	Termination for insolvency
3.13	Termination for convenience
3.14	Resolution of disputes
3.15	Governing language
3.16	Force majeure
3.17	Applicable law
3.18	Notices

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

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

3.6 Performance Security

Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Stima DT Sacco the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to Stima DT Sacco 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 Stima DT Sacco and shall be in the form of **bank guarantee**.
- 3.6.4 The performance security will be discharged by Stima DT Sacco and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 Stima DT Sacco or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Stima DT Sacco shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Stima DT Sacco.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, Stima DT Sacco may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to Stima DT Sacco.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in Stima DT Sacco's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with Stima DT Sacco's prior written consent.

3.10 Termination for Default

Stima DT Sacco may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Stima DT Sacco If the tenderer fails to perform any other obligation(s) under the Contract.
- b) If the tenderer, in the judgment of Stima DT Sacco has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- c) In the event Stima DT Sacco terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to Stima DT Sacco for any excess costs for such similar services.

3.12 Termination of insolvency

Stima DT Sacco may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Stima DT Sacco.

3.13 Termination for convenience

3.13.1 Stima DT Sacco 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 Stima DT Sacco 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 Stima DT Sacco may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6 performance security	A performance security of 10% of the total contract price in the form of a bank guarantee from a reputable commercial bank in Kenya will be required from the winning bidder.
3.8 Payment	Payment will be made within 30 days of invoice and upon determination to Stima DT Sacco's satisfaction that the services have been satisfactorily rendered.
3.9 Prices Adjustment Clause	Price adjustments shall not be allowed for the entire contract period
3.14 Resolution of disputes	In case of a dispute between the purchaser and the supplier and in case of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17 Applicable law	contract shall be interpreted in accordance with the laws of Kenya

SECTION V – SCHEDULE OF REQUIREMENTS

A. The scope of work in the premises is spread into the following branches:

PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS					
NO.	PREMISE	LOCATION	EMPLOYEES REQUIRED	AREA DESCRIPTION	SCOPE OF WORK
1.	<u>HEAD OFFICE</u>				
	a) STIMA SACCO PLAZA	Mushembi road, Parklands, Nairobi.	7 and one (1) supervisor NOTE: Tea making services will not be required at the Head office.	Offices & parking	The area consists of a building with Ground floor and 2 other floors consisting of 2 Toilets each floor. (All tiled floors) Area has a parking with paved walkways (Cabro)- Drainage.
	b) STIMA INVESTMENT PLAZA	Mushembi road, Parklands, Nairobi.		Offices	The area consists of a building with ground floor Banking hall, and a mezzanine floor, Consists of 2 toilets each floor(All tiled floors)
c) STIMA INVESTMENT PLAZA II	Mushembi road, Parklands, Nairobi.	Offices		The area consists of a building with ground floor and first floor, Consists of 2 washrooms for gents and ladies on first floor. (All tiled floors)	
2.	MOMBASA BRANCH	Nkruma road, Electricity house, Mombasa	3	Offices	The Area consists of: <ul style="list-style-type: none"> 1. Ground floor with a banking hall, upstairs office and 2 washrooms for gents and ladies 2. Mezzanine offices with 2 wash rooms for gents and ladies(All tiled floors)

3.	KISUMU BRANCH	West end mall Oginga Odinga street, Kisumu	3	Offices	The area consists of Mezzanine floor with a banking hall and two wash rooms for gents and ladies (All tiled floors)
4.	ELDORET BRANCH	Zion Mall Off Uganda road, Eldoret	3	Offices	The area consists of ground floor with a banking hall and two wash rooms for gents and ladies (All tiled floors)
5.	OLKARIA BRANCH	Geothermal Complex Moi south road Naivasha.	2	Offices	The area consists of ground floor with a banking hall and offices with 2 toilets. All tiled floors)
6.	NAKURU BRANCH	Meems Building Kenyatta Avenue Nakuru.	2	Offices	The area consists of ground floor with a banking hall and offices with 2 toilets. (All tiled floors)
7.	EMBU BRANCH	Pearl Centre Dayo S N Patel road, Embu.	2	Offices	Area consists of ground floor with a banking hall and offices with 2 toilets. (All tiled floors)
8.	CBD BRANCH	Victor House Kimathi street, Nairobi.	2	Offices	Area consists of ground floor with a banking hall and offices with 2 toilets. (All tiled floors)
9.	KAWI BRANCH	KAWI Complex Off red cross road, south c Nairobi.	2	Offices	The area consists of ground floor and upstairs office with a banking hall and offices with 2 toilets. (All tiled floors)

B. The scope of work in the premises is spread into the following categories:

1. Remove rubbish from all areas, dirt, stains cobwebs, spills or foreign objects and generally ensure that they are free of any blemish;
2. Ensure that all areas are free from any foul or unpleasant odours by maintaining their cleanliness;

3. Ensure that all polished or smooth surfaces retain their shining gloss by regular polishing with the right quality polish;
4. Provide all toilets accessories including high quality white tissue paper, hand wash soap, disinfectants, air freshener and step on sanitary bin and ensure supply is consistent throughout the contractual period;
5. Collect and dispose all rubbish, dirt, waste materials or refuse from the building to places designated for the purpose;
6. Fumigate the buildings once every three (3) months for insects, rodents and any other pests;
7. Check the working conditions of drainpipes, main sanitary apparatus, sewer lines, water pipes and report to the society any fault for rectification;
8. Thoroughly scrub and polish the floors once a week;
9. Wipe, dust or clean all desk tops, workstations, computer surfaces, shelves etc. with recommended cleaning agents;
10. Clean desks, cabinets, tables and chairs with soap, water and polish where necessary once every three (3) months;
11. Keep all walls clean at all times.
12. Laundering of all curtains where they fixed once every month.

C. Description of services

	TASKS	REQUIREMENTS/ AREAS OF OPERATION	DELIVERABLES
1	Remove from all areas specified in the contract rubbish, dirt, stains, cobwebs or spills or foreign objects and generally ensure that they are free of any blemish	All areas	Clean, washed, dustless, polished & rubbish free area throughout
2	Ensure that all areas are free from any foul or unpleasant odours by maintaining their cleanliness	All areas	Cleaning, wash, dust & use air fresheners
3	Ensure that all polished or smooth surfaces retain their shining gloss by regularly polishing them with the right quality polish	All required areas	Polish by use of high quality polish (well-polished smooth surfaces throughout)
4	a) Provide all toilets accessories including:-		

	High quality white tissue paper jumbo per toilet unit	Daily	Ensure supply throughout the contractual period
	Hand wash soap / shampoo in a dispenser	Daily	Ensure supply throughout the contractual period
	Disinfectants	daily	Ensure supply throughout the contractual period
	Air freshener in the offices and toilets Provide peddle bins	Daily	Ensure supply throughout the contractual period
	Step on sanitary bin in ladies washrooms changeable weekly	weekly	Ensure supply throughout the contractual period
	b) Ensure all sanitary facilities are: Distained Degreased Disinfected Cleaned	Daily	Ensure compliance
5	Collect and dispose all rubbish ,dirt ,waste materials or refuse from the building to places designated for the purpose (solid waste transfer station)	All areas daily	Provide waste baskets & ensure they are emptied regularly
6	Fumigate the buildings once every three (3) months for insects, rodents and pests	All areas	Fumigate with recommended chemicals
7	Check the working conditions of drainpipes, main sanitary apparatus, water pipes and drain and to report to the Authority any fault for rectification	All relevant areas daily	Ensure cleanliness and report defects
8	Thoroughly scrub and polish the floors once a week	All areas	To be done every Saturday
9	Wipe, dust or clean all desk tops, workstations, computers surfaces, shelves etc. with recommended cleaning agents	All offices daily	Ensure all surfaces are free from dust throughout
10	Thoroughly wash all carpets once a month	Carpeted areas	Provide a signed report from the supervisor
11	Keep all walls clean at all times by dusting and cleaning and disinfecting.	All areas daily	Cleaned and dustless walls
12	Compound cleaning, grass cutting and maintenance of flower gardens, watering of grounds and plants.	All relevant areas	Dirty free compound, well cut grass & weed free flower gardens all the time
13	Cleaning and polishing of all glass areas	Weekly	Dirt and dust free glass areas

Focus areas

NO	FOCUS AREAS	MAIN TASKS
1	Windows	Cleaning, removal of cobwebs, dusting and polishing
2	Doors	Cleaning removal of cobwebs, dusting, disinfection of common hand reach areas
3	Ceiling and ceiling fixtures	Cleaning, removal of cobwebs and dusting
4	Glass walls and metal frames	Dusting and cleaning and polishing were necessary
5	Lighting units	Removal of cobwebs and dusting
6	Grills	Cleaning, dusting and washing
7	Wall fixtures	Dusting and removals of cobwebs
8	Curtains	Washing (once every month)
9	Common hand each areas in walls, doors, desks, pillars	Disinfection
10	Metal roof rails	Dusting, removal of cobwebs and disinfection
11	Building Eaves and Sun breakers	Dusting, removal of cobwebs and disinfection
12	Building Pillars	Dusting, cleaning and disinfection
14	Staircases	Cleaning and polishing
15	Parking lots	Clearing, degreasing, removal of waste and grit
16	Pavements	Cleaning
17	Perimeter fence	Cleaning and removal of cobwebs
18	Garbage Transfer station	Safe storage of waste and cleaning after transfer of waste
22	Generator Room	Cleaning, removal of cob webs, degreasing and disinfection
24	Glass areas	Cleaning and polishing
25	Toilets/washrooms	Degreasing, distaining and provide peddle bins

Summary of Main Tasks & deliverables under this contract

i. Cleaning services

	Main Tasks
1.	Sweeping
2.	Dusting
3.	Mopping
4.	Washing
5.	Scrubbing
6.	Polishing
7.	Degreasing
8.	Distaining
9.	Polishing
10.	Disinfection
11.	Fumigation

12.	Laundrying
13.	Garbage collection
14.	Maintenance of flower gardens
15.	Provision of Air fresheners
16.	Provision of Toilet Papers
17.	Provision of sanitary bins
18.	Provision of disinfectants
19.	Provision of hand wash soap

ii. Garbage Collection and Disposal

- ❖ The side drains and open storm water drains shall be maintained free of debris, silt, vegetation and any other movable obstacle at all times throughout the year.
- ❖ The closed slotted storm water drains shall be maintained free of debris, silt and any other obstacles at all times throughout the year.
- ❖ The closed slotted storm water drains shall be flushed using high-pressure water jetting equipment at least once every three months to remove accumulated debris and maintain the drains in good working order at all times including rodding the slots.
- ❖ All debris, silt, vegetation and any other obstacles removed from the drains shall be immediately disposed at approved disposal sites.
- ❖ Garbage shall be picked and disposed daily to the designated area before disposal by the contractor.
- ❖ Collection points should be kept neat at all times free from odour and foul smell.
- ❖ Garbage and containers should be stored in a manner that will not be vulnerable to dogs, cats etc.
- ❖ The contractor is expected to have a garbage collection van to enable disposal at the appropriate dumping sites.

iii. Sanitary services

Specification Details

- ❖ The contract for provision of sanitary disposal units will include supply and changing sanitary bins fortnightly (twice a month).
- ❖ The exchange of the bins shall be done in a hygienic manner and towels disposed off as required by the NEMA regulations and other relevant laws.
- ❖ All the bins must be foot pedal type.

- ❖ The Contractor shall perform the services and carry out their obligation with due diligence. A checklist for each Bill must be availed by the Contractor to Stima DT Sacco Representative for certification. Format to be discussed after award.
- ❖ A duly filled checklist bearing all the details of the Services as required shall be presented. Upon Stima Sacco Representative or his appointee on site approving the work as meeting the required specification, the approving person shall sign and enter an appropriate remark on the checklist.

Iv. Provision of Tea Making Services

Tea shall be made and provided to employees **daily in the morning at least by 10.00 a.m and in the afternoon by 3.00 p.m on week days (Monday to Friday) and once a day on the first and last Saturday of the month.** This service will be provided at the designated Tea Stations in Nairobi CBD branch, KAWI branch south C Nairobi, Mombasa, Kisumu, Nakuru, Embu, Olkaria and Eldoret branch.

NOTE: Tea making services will not be required at the Head office

The work will entail;

- ❖ Making tea, coffee etc.
- ❖ Arranging meeting snacks and beverages
- ❖ Arranging the utensils
- ❖ Delivering tea, cups, spoons and beverages to the Tea Stations or as requested.
- ❖ Collecting utensils and beverages for cleaning
- ❖ Ensuring proper storage, account and security of all crockery, cutlery and beverages.
- ❖ Cleaning and tidying up the tea stations, the cafeteria, meeting rooms, etc

The individual designated to perform this task must have a certificate from Public Health and shall be required to undergo health examination and submit a report from a recognized medical institution after every six (6) months. Stima Sacco will provide the tea ingredients, cutlery, crockery and other related equipment/tools. Provide proof of the proposed Stima Sacco team in this area, giving education and experience of the team. Note the Certificate of good conduct and that of public health will be required on deployment.

NB: The service provider must come up with **work schedules** for all the activities and **monitoring tools** for ease of supervision.

DURATION OF THE CONTRACT: -

The successful bidder will provide the service for duration of one (1) year from the date of contract signing by both parties (Hereinafter referred to as “the term”).

Note: The second term SHALL be based on satisfactory performance on the first year of service provision.

This contract shall be deemed to have commenced immediately on signing the contract by both parties. The contract will be subject to annual review of performance at the end of the first year.

MODALITIES OF PAYMENT

The tenderer shall provide evidence of capability to pay its staff as per the government requirements.

EVALUATION CRITERIA

Stima DT Sacco will consider the following three categories of criteria to evaluate the tenders.

(a) MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

	Documents to be submitted	PASS	FAIL
1.	1Original and 1copy of Tender document MUST be paginated/ serialized/Numbered sequentially on all pages including attachments from the beginning of the document to the end. This includes ALL the attachments submitted by the bidder and ALL the pages already paginated by Stima DT Sacco society.		
2.	Submit an original tender security of kshs 100,000.00 in form of unconditional bank guarantee from a reputable bank in Kenya valid for 90 days from the date of tender opening		
3.	Must be a registered firm with at least Seven (7) years continuous experience in cleaning/ground management services (attach copy of certificate of registration)		
4.	Confirmation of directors (CR. 12) - This should be the one issued within three months to the date of this tender.		
5.	Copy of Certificate of Incorporation/Registration		
6.	Submission of Valid Tax compliance certificate (Expired tax compliance certificates will not be accepted)		
7.	Attach a valid business license		
8.	Attach valid NHIF Compliance Certificate		
9.	Attach valid NSSF Compliance Certificate		
10.	Compliance with labour minimum wages (valid Certificate of compliance from the Ministry of labour)		
11.	National Environment Management Authority(NEMA) License for transport and waste disposal		
12.	A Commitment in bidder's letterhead to pay employees' salaries in time when they fall due.		
13.	Provide evidence of site visit forms filled and signed by the appointed Stima DT Sacco representative and the bidder's representative interested to bid		
14.	Duly filled, signed and stamped Form of Tender		
15.	Dully filled, signed and stamped Confidential Business Questionnaire.		
16.	Dully filled, signed and stamped Declaration form		
17.	Certified copies of two years audited accounts (2016 & 2017) (certified by commissioner of oaths)		

(b) TECHNICAL EVALUATION CRITERIA

In order to increase objectivity in the evaluation, technical scores will be evaluated on a weighted basis whereby each evaluated item is assigned some weights based on their importance to Stima DT Sacco. Items to be considered and maximum scores assigned are tabulated in the table below: -

TECHNICAL EVALUATION CRITERIA

No.	Parameters	Maximum points	Points scored
1.	<p><u>Company Experience:</u> A list of five (5) companies’ references in the last 3 years which you successfully provided similar services with a value of Kshs 8 million and above per annum include description of the assignment, duration of the assignment, value of the assignment and contact details of persons in client’s organization who supervised the assignment (<i>name of the person, telephone and email address</i>); (3 points for each reference with full details)</p>	15	
	<p>Proof of successfully completing at least five (5) similar projects and three running contracts for cleaning, garbage collection and sanitary services (MUST Attach copies of Contract/LSO/Completion certificates and respective corresponding recommendation letters.(3 points each completion certificate with a recommendation letter and for running contracts a Contract/SLO with a recommendation letter</p>	24	
2.	<p><u>Staff qualifications</u> State the number of qualified staff currently employed by your firm. Please attach your organizational /company structure. 6 points</p>	6	
	<p>Provide CV’s and professional certificates for at least 3 supervisory staff that you intend to attach for the execution of the contract if successful. Attach respective relevant professional certificates. 4 points for each staff with both CV and professional certificates</p>	12	
	<p>Evidence of experience in Tea Making services</p>	8	
3.	<p><u>Equipment:</u> List equipment that you own or leased for cleaning, garbage collection and sanitary services e.g. Scrubbing Machine, Sucker Vehicles etc. (attach ownership evidence, if leased attach lease agreement signed by both parties). 2 points for each equipment listed with proof of ownership or lease agreement up to a max of 20 points</p>	20	
4.	<p><u>Financial Resources:</u> Liquidity ratio (attach documentary evidence) <ul style="list-style-type: none"> • 2:1 ratio (2 points each year) • 1: 1 ratio (1 point each year) • Less than 1:1 (0 points) (Maxi - 6 points) Average premium turnover for the last one year – 3 points for every Kshs. 8 million handled (Max -9 Points)</p>	15	

	TOTAL POINTS	100	
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Note: Pass mark to proceed to financial evaluation stage is 70 Points

c) FINANCIAL EVALUATION:

- This will entail making comparison of the bid prices submitted by the respective bidders who will have submitted all the mandatory requirements in (a) above and met the pass mark of 70% under the technical evaluation criteria outlined in (b). The winning bidder will be the lowest evaluated bidder among these firms.
- Bidders who quote below the Government minimum recommended wages per employee as per the current prevailing Labour laws shall be disqualified.
- Commitment to pay employees' salaries in time.

d) DUE DILIGENCE

Due diligence will be done where necessary

SECTION VII - STANDARD FORMS

1. Form of tender
2. Declaration Form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Bank guarantee for advance payment
7. Contract form

FORM OF TENDER

Date _____

Tender No. _____

To:

Chief Executive Officer
Stima DT Sacco society
P. O Box 75629- 00200
Nairobi.

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 provision of Cleaning, Garbage collection, sanitary and Tea making services for Stima Sacco head office and branches 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.

- 1. We undertake, if our Tender is accepted, to provide the Services in accordance with the services schedule specified in schedule of requirements.
- 2. If our tender is accepted, we will obtain the tender guarantee in a sum equivalent topercent of the contract price for the due performance of the contract, in the form prescribed by Stima DT Sacco society.
- 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. Until a formal contract is prepared and executed, 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 _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

DECLARATION FORM

Date _____

Tender No.

Tender Name

To: Chief Executive Officer
Stima DT Sacco,
Mushembi Road, Parklands,
P.O. Box 75629-00200,
Nairobi,
Kenya.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)

Declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Tenderers.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are **not** associated with any other tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,.....Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch</p>																					
	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
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1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

TENDER SECURITY FORM

Whereas[name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated.....[date of
submission of tender] for the provision of
[name and/or description of the services]

(hereinafter called “the tenderer”)

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity] (hereinafter called “the Bank”) are bound unto.....

[name of procuring entity] (hereinafter called “Stima DT Sacco”) in the sum of

for which payment well and truly to be made to the said Stima DT Sacco, the Bank binds itself, its
successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this
_____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by
the
tenderer on the Tender Form;
or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring
entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required;
or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions
to tenderers;

we undertake to pay to Stima DT Sacco up to the above amount upon receipt of its first written
demand, without Stima DT Sacco having to substantiate its demand, provided that in its demand
Stima DT Sacco will note that the amount claimed by it is due to it, owing to the occurrence of one
or both of the two conditions, specifying the occurred condition or conditions. This guarantee will
remain in force up to and including thirty (30) days after the period of tender validity, and any
demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To..... [Stima DT Sacco]

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 services] (Hereinafter called “the contract”)

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signature and seal of the Guarantors

[name of bank]

[address]

[date]

CONTRACT FORM

THIS AGREEMENT made the ___ day of ___ 20___ between..... [Stima DT Sacco] of[Kenya](h hereinafter called “Stima Sacco”) of the one part and[name of tendered red] of[city and country of Tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS Stima DT Sacco invited tenders for certain Materials and spares. VI.....[brief description of materials and spaAres] 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) Stima DT Sacco’s Notification of Award.

3. In consideration of the payments to be made by Stima DT Sacco to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Stima DT Sacco to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Stima DT Sacco 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 Stima DT Sacco)

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

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Stima DT Sacco*)

Request for review of the decision of the..... (*Stima DT Sacco*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

SITE VISIT FORM

(TO BE RETURNED DULY SIGNED AND STAMPED WITH TENDER DOCUMENT)

Date:

Tender No.

Tender Name

To:

**Stima Sacco society
P. O. Box 75629-00200
NAIROBI**

Sir/Madam,

I confirm that _____ of _____
(Name of Tenderer) *(Address)*

Being a tenderer for provision of Cleaning, Garbage collection, Sanitary and Tea Making Services for Stima DT Sacco Society Ltd visited _____ site on _____ for the purposes of _____
(Name of Branch) *(Date)*

assessing the existing infrastructure for the purposes of the said tender.

Company representative

Name

Designation

Signed Date and Stamp

Stima DT Sacco representative

Name

Designation

Signed Date and Stamp