

REPUBLIC OF KENYA



PARLIAMENT OF KENYA PARLIAMENTARY SERVICE COMMISSION (PSC)

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TENDER DOCUMENT

TENDER NO. PSC/017/2019-2020

FOR

PROVISION OF GARBAGE COLLECTION SERVICES TO THE
PARLIAMENT OF KENYA

TENDER SUBMISSION DEADLINE:

FRIDAY, 13TH DECEMBER, 2019 AT 11.00AM

TABLE OF CONTENTS

		Page
SECTION I	INVITATION TO TENDER	3
SECTION II	INSTRUCTIONS TO TENDERERS	4
	APPENDIX TO INSTRUCTIONS TO TENDER	17
SECTION III	GENERAL CONDITIONS OF CONTRACT	18
SECTION IV	SPECIAL CONDITIONS OF CONTRACT	24
SECTION V	i) SCHEDULE OF REQUIREMENTS	25
	ii) QUALIFICATION REQUIREMENTS	25
	iii) EVALUATION CRITERIA	28
SECTION VI	DESCRIPTION OF SERVICES	29
SECTION VI	STANDARD FORMS	32

SECTION I - INVITATION TO TENDER

Date: 27th November, 2019

To:

RE: TENDER NO. PSC/017/2019-2020 FOR PROVISION OF GARBAGE COLLECTION SERVICES TO THE PARLIAMENT OF KENYA

The Parliamentary Service Commission invites sealed tenders from eligible tenderers to tender for the provision of garbage collection services to the Parliament of Kenya.

Interested Bidders may obtain further information and inspect the Tender Document for free from the **Procurement Office on 2nd Floor, Protection House** or download the same from Parliament's Website; www.parliament.go.ke or IFMIS suppliers portal on the website; www.supplier.treasury.go.ke.

There shall be a **mandatory Pre-bid Meeting and a site survey thereafter on Wednesday, 4th December, 2019 from 11.00am at the Boardroom on 2nd Floor, Protection House**, at the junction of Parliament Road and Haile Selassie Avenue, Nairobi.

Prices quoted should be net inclusive of all taxes and duties applicable, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Duly completed tender documents are to be enclosed in plain sealed envelopes, marked with the **tender number, name** and as prescribed and be deposited in the **tender box** provided at the **Reception on 2nd Floor, Protection House**, at the junction of Parliament Road and Haile Selassie Avenue, Nairobi or be addressed to:-

**Clerk of the Senate/Secretary,
Parliamentary Service Commission,
P. O. Box 41842-00100
NAIROBI**

so as to be received on or before **Friday, 13th December, 2019 at 11.00am**.

Tenders must be accompanied by a tender Security of **Kshs.100,000.00** in form of a bank guarantee from a reputable bank or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Parliamentary Service Commission.

Tender documents will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives, on 2nd Floor, Protection House at the junction of Parliament Road and Haile Selassie Avenue, Nairobi.

**CLERK OF THE SENATE/SECRETARY,
PARLIAMENTARY SERVICE COMMISSION.**

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	7
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	9
2.15	Sealing and marking of tenders	10
2.16	Deadline for submission of tenders	10
2.17	Modification and withdrawal of tenders	11
2.18	Opening of tenders	11
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 Parliamentary Service Commission	14
2.24	Post-qualification	14
	Award criteria	14
2.25	Notification of award	15
2.26	Signing of Contract	15
2.27	Performance security	16
2.28	Corrupt or fraudulent practices	16

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Parliamentary Service Commission employees including Members of Parliament and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Parliamentary Service Commission to provide the listed goods and 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 the Parliamentary Service Commission, 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 be Kshs. 1,000.00.
- 2.2.3 The Parliamentary Service Commission 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 5 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements

- v) Description of services to be offered
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Mandatory Confidential Business Questionnaire Form
- x) 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 Parliamentary Service Commission in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Parliamentary Service Commission will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Parliamentary Service Commission. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of Documents

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

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

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Parliamentary Service Commission, 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 Parliamentary Service Commission, 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 among others the following components:-

- a) A Tender Form and a Price Schedule completed accordingly. 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;
- b) Tender security as prescribed
- c) Mandatory 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.
- 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 the Parliamentary Service Commission 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 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 Parliamentary Service Commission'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 of Kshs. 50,000.00 and as prescribed in the instructions to tenderers.

2.12.3 The tender security is required to protect the Parliamentary Service Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture.

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

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the PPRA.
- d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Parliamentary Service Commission as non-responsive, pursuant to paragraph 2.20.

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

2.12.7 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.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (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 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Parliamentary Service Commission, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Parliamentary Service Commission as nonresponsive.

2.13.2 In exceptional circumstances, the Parliamentary Service Commission 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 Tenders.

- 2.14.1 The original Technical and Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.14.2 For each proposal, the bidders shall prepare the original and copy of the document as specified. Each Technical Proposal and Financial Proposal shall be marked **"ORIGINAL TECHNICAL BID or ORIGINAL FINANCIAL BID"** as appropriate.
- 2.14.3 The original Technical Bids shall be placed in a sealed envelope clearly marked **"TECHNICAL BID"**. Similarly the original of the Financial Proposal shall be placed in a sealed envelope clearly marked **"FINANCIAL BID"** and warning: **"DO NOT OPEN WITH THE TECHNICAL BIDS"**. Both envelopes shall be placed in an outer sealed envelope marked **"BIDS FOR PROVISION OF GARBAGE COLLECTION SERVICES TO THE PARLIAMENT OF KENYA"**. This outer envelope shall bear the submission address and other information indicated in the Appendix "A" and be clearly marked, **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE"**.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as 'ORIGINAL TENDER' and 'COPY OF TENDER'. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelope shall:
- (a) be addressed to the Parliamentary Service Commission at the address given in the Invitation to Tender.
 - (b) bear tender number and name in the invitation to tender and the words, ' DO NOT OPEN BEFORE the date and time of closing indicated in the Appendix of Instructions To Tenderers.
- 2.15.3 The outer 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 in 2.15.2, Parliamentary Service Commission will assume no responsibility for the tender's misplacement or premature opening.

2.15 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Parliamentary Service Commission at the address specified under paragraph 2.15.2 no later than **Friday, 13th December, 2019** at **11.00am**.

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

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

2.17 Modification and Withdrawal of Tenders

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

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

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

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

2.17.5 The Parliamentary Service Commission may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Parliamentary Service Commission shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Parliamentary Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00am on Friday, 13th December, 2019** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The Parliamentary Service Commission 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 the Parliamentary Service Commission 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 Parliamentary Service Commission in the Parliamentary Service Commission's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Parliamentary Service Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.20.3 The Parliamentary Service Commission may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Parliamentary Service Commission will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Parliamentary Service Commission's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Parliamentary Service Commission and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a Single Currency

2.21.1 Where other currencies are used, the Parliamentary Service Commission will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and Comparison of Tenders.

2.22.1 The Parliamentary Service Commission 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 The Parliamentary Service Commission'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.**

The Parliamentary Service Commission 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 the Parliamentary Service Commission'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. The Parliamentary Service Commission 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 Parliamentary Service Commission

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

2.23.2 Any effort by a tenderer to influence the Parliamentary Service Commission 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, the Parliamentary Service Commission 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 the Parliamentary Service Commission deems necessary and appropriate.

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

b) Award Criteria

2.24.4 Subject to paragraph 2.29 the Parliamentary Service Commission 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.

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

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

2.25 Notification of Award

- 2.25.1 Prior to the expiration of the period of tender validity, the Parliamentary Service Commission 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 the Parliamentary Service Commission 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, the Parliamentary Service Commission 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 the Parliamentary Service Commission notifies the successful tenderer that its tender has been accepted, the Parliamentary Service Commission 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 the Parliamentary Service Commission.
- 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 the Parliamentary Service Commission, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Parliamentary Service Commission.
- 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 the Parliamentary Service Commission may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Parliamentary Service Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The Parliamentary Service Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: All eligible citizen candidates
2.2.2	Price to be charged for tender documents. Kshs. 0.00
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. <ul style="list-style-type: none"> • Submission of two (2) sealed envelopes (separate technical and financial bids) • Submission of all the documentation and requirements as outlined in the <u>Schedule of Requirements</u> on page 25 and as per the submission format prescribed. • Compliance to the evaluation criteria as specified on page 28 of this document
2.12.2	Tender Security of Kshs.100,000.00 from a reputable bank or insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for 150 days from the date of tender closing in form a Bank guarantee in the attached prescribed format.
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered and received at the Procurement Office on 2 nd floor, Protection House, Nairobi
2.24	Particulars of post – qualification if applicable. N/A
2.27	Particulars of performance security if applicable. N/A
Clarification	For any clarification on this tender, please write to: Clerk of Senate/Secretary, Parliamentary Service Commission P. O. Box 41842 00100 NAIROBI At least seven (7) days before the tender closing date

SECTION III - GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS		Page
3.1	Definitions	20
3.2	Application	20
3.3	Standards	20
3.4	Patent Rights	20
3.5	Performance security	20
3.6	Inspections and tests	21
3.7	Payment	22
3.8	Prices	22
3.9	Assignment	22
3.10	Termination for default	22
3.11	Termination for insolvency	23
3.12	Termination for convenience	23
3.13	Resolution of disputes	23
3.14	Governing language	23
3.15	Force majeure	24
3.16	Applicable law	24
3.17	Notices	24

GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "The contract" means the agreement entered into between the Parliamentary Service Commission 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 Parliamentary Service Commission under the Contract.
- d) "The Parliamentary Service Commission" 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

3.4 Patent Right's

The tenderer shall indemnify the Parliamentary Service Commission 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.

3.5 Performance Security

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

- 3.5.2 The proceeds of the performance security shall be payable to the Parliamentary Service Commission as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Parliamentary Service Commission and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the Parliamentary Service Commission 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.

3.6 Inspections and Tests

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

3.7 Payment

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

3.8 Prices

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the Parliamentary Service Commission'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.

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Parliamentary Service Commission's prior written consent.

3.10 Termination for Default

3.10.1 The Parliamentary Service Commission may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Parliamentary Service Commission.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Parliamentary Service Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Parliamentary Service Commission terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Parliamentary Service Commission for any excess costs for such similar services.

3.11 Termination of Insolvency

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

3.12 Termination for Convenience

3.12.1 The Parliamentary Service Commission by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Parliamentary Service Commission convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Parliamentary Service Commission may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of Disputes

3.13.1 The Parliamentary Service Commission'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.

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 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
3.5	Specify performance security if applicable: N/A
3.7	Specify method Payments. Payment shall be on quarterly basis after the services have been satisfactorily offered and on submission of certified invoices.
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: The Clerk of Senate/Secretary, Parliamentary Service Commission P. O. Box 41842 00100 NAIROBI
Other's as necessary	Complete as necessary

Obligations of the Employer (Parliamentary Service Commission) through the Contract Administrator

- i. To appoint a Senior Officer who will be the link person between the Commission and the Service Provider.
- ii. The Commission shall grant to the Tenderer, its employees, servants or agents full access to and from the contract areas for purposes of performance of the services under this contract.
- iii. Provide regular advice/guidance on areas that are sensitive or require more attention.
- iv. To carry out routine and random inspection of the contract areas as specified in the scope of work and bills of quantities and the summary of the results factored in during weekly/monthly evaluations.
- v. To forward complaints to the service provider within a day after receipt of the same.

- vi. To ensure the garbage collection service provider is paid for the services rendered as stipulated in the contract document.

Obligations of the Successful Bidder

- i. Any customer complaint received by the Commission in respect of decline of standards in the contracted areas will be forwarded to the contractor and a written report on the remedial action taken, and the cause of the lapse explained and replied within 24 hours from the time of receipt.
- ii. Response time of the contractor should be within 24 hours of any complaint raised.
- iii. The services shall be executed and maintained in strict accordance with the contract to the satisfaction of the Contract Administrator and shall comply with and adhere strictly to the Administrator's (or his representative's) instructions and directions.
 - a) The Commission shall carry out routine and random inspection of the contract areas as specified in the scope of work and bills of quantities and the summary of the results factored in during weekly/monthly evaluations.
 - b) Where the inspection or survey indicates that the Tenderer has not performed the services to the specified standards, the Commission shall deduct from the contract price, the cost of the service for which the Contractor is in default and the Commission has had to rectify.
 - c) The Commission shall enter into a service level agreement with the contractor in maintenance of standards and the document shall be signed by the two parties and availed to the legal office.
 - d) The Commission shall evaluate the performance of the services by the tenderer and at its absolute discretion grade the service levels in respect of each month.
- iv. The Commission shall not be liable for any injury to the tenderer, his servants or licensees caused in the course of/or consequential upon the performance of the services contracted herein.
- v. The tenderer shall be responsible for the safety and security of the Commission's property of whatever description in the contract areas and shall ensure that they are secure at all times from theft by its servants and all kinds of risks which may occasion loss and or damage and in case of such incidences the item have to be replaced.
- vi. The tenderer shall provide standard colour coded refuse bins and branded bin liners;
- vii. Any servant and/or agent of the tenderer misconducting himself/herself whether due to insobriety or otherwise or conducting himself/herself in a

manner prejudicial to the security and good image of the Commission shall be liable to instant removal and the Commission may directly impose such conditions as it may deem necessary for his re-admission.

- viii. The tenderer, his servants and/or agent shall at all times comply with all regulations and directives, which may be issued from time to time in connection with the operations of the Commission.

- xx. The tenderer shall ensure the removal from contract areas and prevent the presence or threat or entry thereto of any of its employees, servants or agents in respect of whom the right of access has been withdrawn.
- xxi. The tenderer its employees and agents shall at all times observe and comply with all security, safety, health, environment and operational regulations, instructions or rules from time to time promulgated, issued, laid down or required by the Commission to be observed or complied with and shall indemnify the Commission for any loss or damages incurred by the Commission as a result of the Contractor's or its employees' or agents' failure to observe or comply with such requirements.
- xxii. The Contractor shall keep the Commission indemnified against all costs, claims, demands and expenses whatsoever arising in connection with the performance of the services by the Contractor without prejudice to the Contractor's obligation to indemnify the Commission as aforesaid, the contractor shall during the continuance of this agreement, be responsible for its employees agents or invitees in relation to the performance of the services and shall take out and maintain such insurance as the contractor shall consider necessary to cover its liability in respect of personal injuries or death of such employees agent of invitees.
- xxiii. The tenderer shall at all times diligently observe all labor laws in force and shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct by or amongst his staff and labor for the preservation of peace and protection of persons and property at Parliament.
- xxiv. The tenderer shall be required to be compliant with NSSF and NHIF requirements and regulations for all the employees
- xxv. The Contractor shall not assign its rights, obligations and/or benefits under its contract or sub-contract any services herein. Any allotment or transfer of shares by the contractor, which substantially alters or affects the ownership or control by the Contractor shall for the purposes of this clause be deemed an assignment or transfer of this agreement.
- xxvi. Due precautions shall be taken by the Contractor and at his own cost to ensure the safety of his staff, labor and equipment.

SECTION V – SCHEDULE OF REQUIREMENTS

A. CONTRACT DURATION

The Contract will run for an initial period of three years with effect from the date of contract signing or a date mutually agreed by Commission and the successful bidder subject to satisfactory performance.

B. EMPLOYEES TO BE DEPLOYED

Should be 18 years and above.

C. MANDATORY QUALIFICATIONS REQUIREMENTS

Prospective Bidders must:-

- 1) Submit separate and sealed envelopes of technical and financial bids
- 2) Submit an original and copy of each bid.
- 3) Provide evidence of having attended the mandatory site visit.
- 4) Attach a copy of the Certificate of Registration/Incorporation.
- 5) Attach a copy of a valid Tax Compliance Certificate from KRA
- 6) Attach a bid security of Kshs.100,000.00 valid for 150 days from the date of tender opening and shall be from a Reputable Bank or Insurance Company approved by PPRA. Firms owned by Youth, Women or Persons with Disability and registered by the National Treasury (attach certificate) are exempted from this requirement but must fill and attach a tender declaration form. **(to be submitted with technical document)**
- 7) Submit fully filled, signed and stamped attached Mandatory Confidential Business Questionnaire
- 8) National Environment Management Authority (NEMA) for license as a garbage collector;
- 9) Evidence or proof of a certified dumpsite by the County Government
- 10) Must attach valid certificate of compliance from NSSF (2019)
- 11) Must attach valid certificate of compliance from NHIF (2019)

DETAILED TECHNICAL REQUIREMENTS

1) Company profile

15 marks

Submit a company/firms profile detailing:-

- The directorship/ownership and key staff
- Organizational structure
- List of its current customers/clients and the value of contracts
- Attach relevant regulatory documents.
- Financial capacity

- 2) **Experience of the firm** **30 marks**
- A list of at least three (3) major clients
 - Recommendations (current) letters from at least three (3) of the listed clients/customers
- 3) **Qualifications of at least three (3) key staff (supervisory level) that are going to be actively involved in the assignment.** **30 marks**
- Academic qualifications. Attach relevant certificates
 - Relevant work experience of at least two (2) years.
- 4) **Financial Capacity** **15 marks**
- Attach audited accounts for the last three years (2016, 2017 and 2018)
 - Attach a current bank statement that shows your constant income
 - Attach a letter from a financial institution on your ability access credit
- 5) **Operational plan** **10**
- A detailed work plan and operational plan demonstrating technical knowledge of waste segregation from collection to disposal.

Pass mark =75 marks and above

Please note the following important information:

- The above documentation should be submitted in a separate envelope clearly marked, **'Technical Bid.'**
- The envelope containing qualification requirements should not contain any financial information with regard to cost of providing these services to the Commission.
- Any bid that does not comply with the above requirements will be disqualified from further evaluation.
- **Only the financial bids of the firms that meet all the qualifications requirements shall be opened.** The bids that are non-responsive to the requirements shall remain sealed/unopened and returned together with the bid security after procurement process is concluded.

D. EVALUATION CRITERIA.

The following will be the evaluation criteria:-

STAGE 1: MANDATORY QUALIFICATIONS REQUIREMENTS

- The firm must meet all the mandatory qualification requirements as listed under A and shall be evaluated on '**YES' OR 'NO' BASIS** and any bid that does not meet any of the qualification requirements shall be disqualified from further evaluation.

STAGE 2: DETAILED TECHNICAL EVALUATION

- Only firms that fulfil all the mandatory requirements will be considered under this stage.
- The bid that scores 75 marks and above will proceed to the financial evaluation.

STAGE 2: FINANCIAL EVALUATION

Only the financial bids of firms that meet all the qualification requirements shall be opened and their tender form and price schedule shall be evaluated for conformity and responsiveness to the Commissions requirements of having been fully completed, signed, stamped, arithmetical errors etc.

STAGE 3: RECOMMENDATION FOR AWARD

The technically and financially responsive and lowest in cost bid shall be recommended for award of the contract.

SECTION VI -DESCRIPTION OF SERVICES TO BE PERFORMED

Scope of Service

Garbage collection is to be done in established sites around the following buildings that have are covered under this tender:-

NO.	Premises
1.	New Parliament Wing
2.	Main Parliament
3.	Catering Department (Main Parliament)
4.	County Hall
5.	Red Cross
6.	Protection House
7.	County House
8.	Juvenile House
9.	Continental House
10.	Catering Department (Continental House)
11.	Staff Canteen (Main parliament)
12.	CPST

Frequency of Collection

Garbage shall be collected **daily** from the designated sites in the Parliament Square and Parliament Buildings.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** -The form of Tender must be completed by the tenderer and submitted with the tender documents and enclosed in the financial envelope. It must also be duly signed by duly authorized representatives of the tenderer.
 2. **Price Schedule Form**-The price schedule form must similarly be completed and submitted with the tender and enclosed in the financial submission envelope. It must also be duly signed by duly authorized representatives of the tenderer.
 3. **Tender security form**- -The tender declaration form must similarly be completed as prescribed and enclosed in the Technical submission envelope. It must also be duly signed by duly authorized representatives of the tenderer.
 4. **Mandatory Confidential Business Questionnaire Form** - This form must be completed as prescribed by the tenderer and submitted with the tender documents and enclosed in the technical submission envelope.
 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.
 6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Parliamentary Service Commission.
7. **Attachments**
- Appendix A: Sample letter of offer
 - Appendix B: Certificate of mandatory tenderer's site visit

1. FORM OF TENDER (TO BE SUBMITTED IN THE FINANCIAL ENVELOPE)

Date _____

Tender No. _____

To.....

.....

[Name and address of Parliamentary Service Commission]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ [insert] _____ numbers, the of which is hereby duly acknowledged, we the undersigned, offer to provide. **Garbage Collection Services** in conformity with the said tender documents for the sum of.

Kshs.....[total tender amount in words and figures on **annual basis**]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements and details of service.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Parliamentary Service Commission).
4. We agree to abide by this Tender for a period of [.....number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2019
[signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

2. PRICE SCHEDULE OF SERVICES

Please fill in the cost taking into account the scope of works in Section VI (Description of Services)

NO.	Premises	Description of Services	Frequency of Collection	Cost per Month	Cost per Quarter
1.	New Parliament Wing	Garbage Collection	Daily		
2.	Main Parliament	Garbage Collection	Daily		
3.	Catering Department	Garbage Collection	Daily		
4.	Staff canteen (Main Parliament)	Garbage Collection	Daily		
5.	County Hall	Garbage Collection			
6.	Red Cross	Garbage Collection	Daily		
7.	Protection House	Garbage Collection	Daily		
8.	County House	Garbage Collection	Daily		
9.	Imani House	Garbage Collection	Daily		
10.	Juvenile House	Garbage Collection	Daily		
11.	Continental House	Garbage Collection	Daily		
12.	Catering Department (Continental House)	Garbage Collection	Daily		
13.	CPST	Garbage Collection	Daily		
				Total Cost per Annum (Kshs)	
				Total Cost for Three Years (Kshs)	

Please Note:-

- In case of discrepancy between unit price and total, the unit price shall prevail.
- Tenderers are advised to visit the site in the various areas to determine the scope before quoting for the services.
- Payment shall be on quarterly basis after the services have been satisfactorily offered and on submission of certified invoices.
- This form should be submitted together with the Form of Tender and in a financial envelope separate from the one bearing the technical details such as qualification and eligibility requirements.

Signature and Stamp of tenderer _____

3. TENDER SECURITY FORM

Whereas (name of bidder) hereinafter called <the tenderer> has submitted its bid dated (date of submission of bid) for the provision of insurance services (hereinafter called <the tender>.

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*Name of Commission*) (hereinafter called <the procuring entity> in the sum of (*state the amount*) for which payment will and truly to be made to the said procuring entity, 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 Form: or
2. The tender, having been notified of the acceptance of its tender by the Parliamentary Service Commission 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 tenders.

We undertake to pay to the Parliamentary Service Commission up to the above amount upon receipt of its first written demand, without the Parliamentary Service Commission having to substantiate its demand, provided that in its demand the Parliamentary Service Commission will note the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s).

This tender 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 stated date.

(Authorized Signatories and official stamp of the Bank)

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender and enclosed in the technical proposal submission envelope)

Name of Applicant (S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.Location of business premises:

CountryPhysical address

TownBuilding.....

Floor.....Plot No.

Street / RoadPostal Address

Postal / Country Code.....Telephone No's.....

Fax No's.E-mail address

Website

Contact Person (Full Names)Direct / Mobile No's.....

Title Power of Attorney (Yes / No)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)
.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
--

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**US\$/Kshs.**)
.....

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker s).....

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

Nationality..... Country of Origin.....

Company Profile

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
--------------------------	---------------------------	-----------------------------------	----------------------

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

4.
---------	-------	-------	-------

Company Profile(.....)

Part 2 (c) – Registered Company

Private or public

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

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
--------------------------	---------------------------	-----------------------------------	----------------------

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

4.....
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Part 2 (d) – Debarment

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

Full Names

Signature.....

Dated thisday of2019.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

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

- a)
- b)
- c)

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

Signed

For and on behalf of.....

In the capacity of

Dated thisday of2019

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

Part 2 (f) – Conflict of Interest

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

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of2019

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the PSC or any other public institution who has interest in the Firm? Yes/No (Delete as necessary) Institution

.....

.....

(Title)	(Signature)	(Date)
---------	-------------	--------

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
2.....
3.....
4.....
5.....
Contact person (Full Names).....			
E-mail address.....			
Cellphone no			

Part 2(i) – Declaration

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

Full names.....

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of2019.

Suppliers' / Company's Official Rubber Stamp

.....

4. CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Parliamentary Service Commission") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the Parliamentary Service Commission 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 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) Description of the services to be performed
- (d) The Technical Specifications;
- (e) The General Conditions of Contract;
- (f) The Special Conditions of Contract; and
- (g) The Parliamentary Service Commission's Notification of award.

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

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

5. PERFORMANCE SECURITY FORM

To:
[name of the 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 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 or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

TENDER-SECURING DECLARATION FORM

(r.22)

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

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

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

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

Signed: [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

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

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

Dated on day of, [insert date of signing]

APPENDIX A: SAMPLE LETTER OF NOTIFICATION OF AWARD

M/S
P. O. Box
Nairobi

Dear Sir/Madam,

RE: PROVISION OF GARBAGE COLLECTION SERVICES (TENDER NO. PSC/017/2019-2020)

Your Bid dated amounting to Kenya Shillings only for provision of Garbage Collection Services as per the schedule of requirements is hereby accepted.

The Contract Documents are in the course of preparation and you will be called to sign them after (7No.) days have elapsed from the date of this letter and upon submission of an acceptable performance security of 1% of the contract sum.

The duration of this contract will be for twelve (12) months from the date of commencement which may be renewed for a further one (1) year subject to satisfactory performance and the payment will be as per the Contract.

Theis hereby appointed Contract Manager in connection with your contract for the provision of the above services.

Please acknowledge your acceptance of the offer within seven (7) days from the date of this letter and communicate with the Contract Manager immediately and thereafter on all matters relating to the contract.

Yours faithfully,

**CLERK OF THE SENATE/SECRETARY,
PARLIAMENTARY SERVICE COMMISSION**

**APPENDIX B- CERTIFICATE OF MANDATORY TENDERER'S VISIT
SITE VISIT**

This is to certify that,
(Name of Tenderer or his representative) of the firm of,
..... (Name of Firm
Tendering)

In the company of,
.....
(Name of Clients representative conducting the visit)

Visited the site in connection with Tender for

PROVISION OF GARBAGE COLLECTION SERVICES

Having previously studied the Contract documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the works and cost thereof.
2. I further certify that I am satisfied with the description of the work and the explanations given by the Client's representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Signed.....
(Tenderer or his representative)

Witnessed.....
(Signature of Client's representative)

Date.....

NB:

- a. The Commission shall not be held liable for supplier's failure to verify the details of services to be provided with respect to their final tender sum.

.....**End**