



**Assistant High Commission of India
Mombasa**

**INVITES BIDS FOR
ANNUAL MAINTENANCE CONTRACT FOR CLEANING/HOUSEKEEPING
OF CHANCERY**

at 3rd floor, Bank of India Building, Nkrumah Road, Mombasa, Kenya

email: hoc.mombasa@mea.gov.in

website: <https://www.ahcimombasa.gov.in/>

TENDER NO. MOM/867/01/2023

Date: 19th July, 2023

Important Dates	
Published date	19.07.2023
Bid document download start date	20.07.2023
Bid submission start date	20.07.2023
Site visit date	20.07.2023 to 04.08.2023 (1000 – 1600 hrs on all working days i.e., Monday to Friday)
Bid submission end date	09.08.2023
Date of Technical Bid opening	10.08.2023
Date of Opening of Financial Bids	To be notified to technically qualified bidders after completion of technical evaluation
Place of opening of Bids	AHCI, Bank of India Building-1 st Floor Nkrumah Road, P.O. Box 90614 Mombasa (Kenya)

**Assistant High Commission of India,
Mombasa, Kenya**

MOM/867/01/2023

Dated: 19th July, 2023

TENDER NOTICE

Subject: Notice inviting tender (NIT) under two bid system for Annual Maintenance Contract (AMC) of Cleaning/Housekeeping of the Chancery premises (Multipurpose Hall, 1st floor and ‘A’ and ‘B’ wing, 3rd floor of Bank of India Building, Nkrumah Road, Mombasa) of Assistant High Commission of India, Mombasa.

1. The Assistant High Commission of India, Mombasa invites the bids from registered and authorized firms/agencies for Annual Maintenance Contract for cleaning/housekeeping of Chancery premises of Assistant High Commission of India, Mombasa as per the details given in the tender document.
2. The tender documents can be downloaded from the website <https://www.ahcimombasa.gov.in/> or www.eprocure.gov.in.
3. The interested firms/agencies have to submit the tenders in two bid system [i.e. (i) Technical Bid and (ii) Financial Bid]. Tenders are to be submitted to **Head of Chancery, Assistant High Commission of India, 3rd floor, Bank of India Building, Nkrumah Road, Mombasa, Kenya** by post or by hand. All the necessary documents including those in support of minimum eligibility criteria, etc. (except the financial bid) are to be submitted along with the technical bid in a sealed envelope. The Financial bid will be submitted in a separate sealed envelope. Both the envelopes should be clearly marked as ‘**Annual Maintenance Contract (AMC) of Cleaning/Housekeeping of the Chancery premises of Assistant High Commission of India, Mombasa**’. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances.
4. **Bid Securing Declaration** (Annexure-III) is required to be submitted along with tender bids.
5. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
6. The Competent Authority reserves the right to reject or partially accept any or all the bids without assigning any reason thereof. The decision of the Competent Authority in the Assistant High Commission of India shall be final and binding.

7. Intending bidders shall visit the site as per schedules indicated by the Assistant High Commission of India, Mombasa and shall get themselves thoroughly acquainted with the local site condition.

(Sandeep Sharma)
Head of Chancery
Assistant High Commission of India,
Mombasa, Kenya
e-mail ID: hoc.mombasa@mea.gov.in

Scope of Work

1. Housekeeping (Sweeping/mopping/dusting/Vacuum cleaning) on week days (Monday-Friday) of all office rooms, stores, common areas, toilets, lobbies, verandahs, corridors, pantries, water fittings and fixtures in the Chancery Area.
2. Toilets to be cleaned once in the morning and then after every two hours in the day.
3. Cleaning of all glass panes once in a fortnight or when required
4. Daily collection and removal of all garbage (including from garbage chutes) and its disposal in a hygienic manner, including dumping at municipal designated garbage dustbin.
5. Cleaning of any other place within the premises as directed by the competent authorities from time to time including cleaning during special functions/parties organized by Assistant High Commission of India, Mombasa.
6. The cleaners should be provided with proper working uniforms to be worn during the entire working time, 0900 hrs to 1730 hrs with lunch break from 1300 hrs to 1400 hrs.
7. Bids should be for cleaning services along with all required material and machinery. All types of cleaning materials/consumables will have to be provided by the successful bidders including broom, mops, dusters, garbage bags, toilet roll, Cfold paper, multifold paper, soaps for cleaning/washing hands in bathrooms/toilets, polish for floors, furniture and metal fittings, all types of cleaning agents for toilets, floor, walls and glass, air freshener, brasso, insect killer, naphthalene balls/urinal cubes etc. No extra remuneration would be paid to the agency for working on Saturdays/Sundays/Holidays (if required).
8. Drainage & Water System -- It will be the responsibility of the contractor to clean the drains on a regular basis.
9. The final authority to increase the number of items, mentioned above rests with Assistant High Commission of India, Mombasa. Service provider needs to render the upkeep and maintenance services in respect of these increased number of items.

10. The Contractor shall employ in consultation with the Assistant High Commission of India only those persons who are physically and medically fit and whose antecedents have been verified and cleared by the local police/Administration.

11. The workers engaged by the Contractor will be the employees of the Contractor and the Assistant High Commission of India, Mombasa will not, in any way, be responsible for any liability/compensation on account of accident, injury or death of workers while performing their work inside the Assistant High Commission's Chancery area.

12. The Contractor shall ensure compliance of local laws related to the workers/engaged for the above-mentioned work.

Minimum Eligibility Criteria

1. **Legal Entity:** The Bidder shall necessarily be a legally valid entity in the form of a Limited Company/Private Limited Company/Proprietorship/Partnership firm registered under the relevant regulations of the Government of Republic of Kenya or registered with the other appropriate authorities for the purpose. Bidding in the form of Joint Venture/Consortium is not permitted.

2. **Existence:** The Bidder must be in existence for a minimum period of 03 years under the appropriate Act and should have experience of at least 03 years in related field. The bidder shall provide a copy of the registration certificate.

3. **Licenses/Registrations:** The Bidder must be registered with the Tax Department and also registered under the Labour Laws/Rules.

4. **Bid Security Declaration:** Bid Securing Declaration (**Annexure-III**) is required to be submitted along with tender bids. Bids without Bid Securing Declaration will be summarily rejected.

5. **Financial Status:** The Bidder should have an annual turnover of Ksh. 5,00,000/- during each of the three financial years ending 31st March 2023, i.e., for 2020-21, 2021- 22 & 2022-23.

6. In proof of having fully adhered to the Minimum Eligibility Criteria, the bidder shall submit the attested copies of all the necessary documents such as

Certificate of incorporation, Annual Turnover records, VAT registration/licenses obtained from the concerned authority, etc.

Payments and Other Terms & Conditions

1. The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by the Government of Kenya. This will include payment of minimum wages, insurance etc. Providing other benefits like leave, Labour Welfare Fund, cost of uniform etc. to bidder's each employee will solely be the liability of the bidder only. **The AHCI, Mombasa will not take any responsibility as regards any labour dispute between service provider and its employees.**
2. Cleaners should be physically and mentally fit and should be in uniform while on duty. The Cleaners should be able to communicate in English. Any damage or loss occurred, due to dereliction of duties, by the Cleaners, will be responsibility of company. The Agency should be able to provide a choice of cleaners. In case of good performance, Assistant High Commission should have the option of retaining particular cleaner or he/she must be changed with prior intimation.
3. The rates should be quoted in Kenyan Shilling (**KSH**) only. The Assistant High Commission of India, Mombasa will not pay any other charges than the amount which would be fixed initially at the time of awarding contract. The rates quoted should be *exclusive of VAT* but inclusive of all other applicable taxes and charges. The Bill/Invoice should be properly stamped, signed on the letter head of the Agency.
4. The payment will be made in Kenyan Shillings (Ksh.) by Cheque/Bank transfer in Mombasa and in favour of the company/agency on receipt of the Bill/Invoice on Monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Agency shall submit correct invoice in terms of services provided within 10 days of the succeeding month.
5. The payment to the workers in accordance to minimum wages prescribed by the Govt. of Republic of Kenya along with the statutory compliance Bonus is sole responsibility of the agency. In case of revision in minimum wages by the Govt of Republic of Kenya, the same would be absorbed by the agency. Claim for any other

escalation shall not be entertained by the Assistant High Commission of India, Mombasa.

6. If any worker is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment. In case the Agency fails in adhering to the daily Maintenance Services and Assistant High Commission, Mombasa requires to make alternative arrangements for the same, then Agency would reimburse the cost of such arrangements.

Performance Security

1. The successful bidder will have to furnish the Performance Security (Annexure-IV) equivalent to 10% of the Total Annual Contract amount in favour of 'Assistant High Commission of India, Mombasa', payable at Mombasa in form of Demand Draft/Pay Order/Bank Guarantee within fifteen days of the acceptance of the **Letter of Award (LoA)**.

2. Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the **service provider (SP)**. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.

3. In case the successful bidder fails to accept and undertake the contract and does not deliver services according to the terms and conditions of the tender, the performance security will be forfeited.

Duration of Contract

The contract, if awarded, shall be initially valid for a period of one (01) year from the date of award. The contract may be extended for further period of two years (maximum tenure 03 years from day one of initial contract) subject to satisfactory performance of the agency with the same terms and conditions including rate. The contract can be terminated by the Assistant High Commission of India, Mombasa

after a notice of one month. The company may also terminate the contract after giving three months' notice.

Preparation of bids and tendering process

1. The interested firms/agencies have to submit the tenders in two bid system [i.e. (i) Technical Bid and (ii) Financial Bid]. Tenders are to be submitted to **Head of Chancery, Assistant High Commission of India, 3rd floor, Bank of India Building, Nkrumah Road, Mombasa, Kenya** by post or by hand. All the necessary documents including those in support of minimum eligibility criteria, etc. (except the financial bid) are to be submitted along with the technical bid in a sealed envelope. The Financial bid will be submitted in a separate sealed envelope. Both the envelopes should be clearly marked as '**Annual Maintenance Contract (AMC) of Cleaning/Housekeeping of the Chancery premises of Assistant High Commission of India, Mombasa**'. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances. However, the Competent Authority in the Assistant High Commission of India, reserves right to extend the date / time for submission of bids, before opening of the Technical Bid. The High Commission will not be responsible for any delay in receipt of bids or missing bids while in transit/post. Bids received by email/fax will be rejected out-right and the bidder will be disqualified.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A' - Technical bid (Bid Securing Declaration and All the necessary document in support of Minimum eligibility criteria, etc.)

ENVELOPE 'B' Financial Bid

2. The bidders shall visit the work place, and understand the scope of work thoroughly. The bidders shall give the names of their authorized representatives for the site visit to the Head of Chancery, Assistant High Commission of India, Mombasa at hoc.mombasa@mea.gov.in or educom.mombasa@mea.gov.in. The service provider shall be deemed to have visited the site(s) and made themselves familiar with the working condition whether they actually inspected the site or not.

3. The validity of the bids must be for six months (180 days) with effect from the date of opening of the bids. All bids should be in English language only.

4. The right of acceptance of tender will rest with the Assistant High Commission of India. Also, the Assistant High Commission is not bound to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reasons thereto.

Bid opening procedure

1. In the first stage, only the Envelope A containing the Technical Bid and Bid Securing Declaration shall be opened in the Multi-purpose Hall, 1st floor, Assistant High Commission of India, Mombasa on 10.08.2023 at 1400 Hrs before the Committee constituted by the Competent Authority of AHCI, Mombasa in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

2. A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

3. Absence of bidder or their representative shall not impair the legality of the opening procedures.

4. The Technical Bids will be examined and evaluated by the committee in the AHCI, Mombasa to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document. The Technical Bids shall be evaluated based on the available documents submitted by the bidder. Bidding companies who do not qualify in the technical evaluation will not be considered for qualification to the Financial Bid stage.

5. The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Bidding companies which have qualified in the Technical Bid stage, will be informed by email/phone to be present on the date and time fixed by the AHCI, Mombasa and the financial bids will be opened in their presence.

Force Majeure

1. The AHCI, Mombasa may consider relaxing the penalty and delivery requirements as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.
2. Force Majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Service Provider.
3. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the contract.
4. The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required here under, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
5. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the AHCI, Mombasa shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the AHCI, Mombasa shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

Closure of Contract

While making the final payment to the contractor and before releasing the PBG, a "No Claim Certificate" shall be taken from the contractor as per the format given in the Annexure 21 of Manual for the Procurement of Goods, 2017 (**Annexure V**).

(Sandeep Sharma)
Head of Chancery
Assistant High Commission of India,
Mombasa, Kenya
e-mail ID: hoc.mombasa@mea.gov.in

TECHNICAL BID PROFORMA

1. Name of the Bidder Agency/Company:
2. Address of the Bidder Agency/Company:
3. Contact details of the Bidding Agency/Company:
4. Registration and incorporation particulars of the Agency/Company:
5. Contact Details: (a) Telephone:
(b) Email:

S. No.	Requirements	Reply
1.	(a) Brief introduction of the company (b) Previous experience in the field (Minimum of three years) (c) Registration Certificate & license for the services (duly attested copies to be enclosed)	
2.	Qualification and experience of the cleaning staff proposed to be deployed for the job	
3.	(a) Details of current contracts of cleaning services undertaken by the firm (b) Details of past contracts of cleaning services undertaken by the firm (c) Testimonials [Clients' letters / certificates etc.]	
4.	Annual Turn-over for last 3 Financial Years. (Turnover figures must be highlighted)	
5.	Copies of other documents sought in the Tender.	
<i>Note:</i> Attach relevant Documents/Undertaking in support of the above information		

[Signature(s) of the Tenderer (s) with Name,
Designation, Date & Seal]

Proforma for Financial Bid

1. Name of the Bidder Agency/Company:
2. Address of the Bidder Agency/Company:
3. Contact details of the Bidding Agency/Company:
4. Registration and incorporation particulars of the Agency/Company:
5. Contact Details: (a) Telephone:
(b) Email:

S. No.	Particulars	Total price in Ksh. (Per month)
1.	Price quoted per month for manpower, cleaning materials, machinery/equipment, transportation, etc. as per requirement laid down in the Tender document (Excluding VAT)	
Total price per month (inclusive of all taxes excluding VAT)		

Note: Price quoted should be on an all-inclusive basis to be paid monthly and shall include the cost of all services, personnel, transportation, rentals taxes, consumables, social security, insurance of the cleaner, communications and taxes etc. The Assistant High Commission shall be liable to pay only the quoted price to Company, without any additional charges or taxes etc.

[Signature(s) of the Tenderer (s) with Name,
Designation, Date & Seal]

Bid Security Declaration

(To be submitted on letter head of the company with seal and signature)

To,
Assistant High Commission of India
Mombasa, Kenya

I/We. (Name of the Service Provider) herein called "the Bidder" am/are hereby declare that if I/we withdraw or modify my/our bids during the period for validity, or if I/we am/are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids documents, I/we will be suspended for the period of three years from being eligible to submit Bids for contracts with the entity that invited the bids.

(Signature and Seal of Guarantors)

Date:

Address:

Performance / Service Guarantee Format

To,
Assistant High Commission of India
Mombasa, Kenya

WHEREAS _____ (Name of the Service Provider) herein called 'Bidder' has undertaken, in pursuance of Contract/Tender No. _____ dated, to provide a cleaning service hereinafter called "the Contract". AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with its performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee. Therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of Ksh. _____ (Amount of the Guarantee in Words and Figures 10% of annual invoice) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Ksh. _____ (Amount of Guarantee) as aforesaid, without your needing to prove to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the _____ day of _____, 2023.

(Signature and Seal of Guarantors)

Date:

Address:

No Claim Certificate

(On company letterhead)

To,
Assistant High Commission of India
Mombasa, Kenya

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. dated.....for the Annual Maintenance contract for cleaning/housekeeping of Chancery of Assistant High Commission of India, Mombasa.

We have received the sum of Ksh..... (Ksh..... only) in full and final settlement of all the payments due to us for the Annual Maintenance contract for cleaning/housekeeping of Chancery of Assistant High Commission of India, Mombasa under the above-mentioned contract agreement, between us and Assistant High Commission of India, Mombasa. We here by unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,
Signatures of contractor or officer
authorized to sign the contract
documents on behalf of the
contractor
(Company stamp)
Date _____
Place _____