

# **KILIMANI HOTEL SUITES LTD**

## **REQUEST FOR PROPOSAL FOR LANDSCAPING WORKS**

**Tender Release Date: 7<sup>th</sup> October 2021**

**Bid Closure Date: 14<sup>th</sup> October 2021**

# **1 SECTION I - BACKGROUND**

## **1.1 ABOUT KILIMANI HOTEL SUITES LTD**

Kilimani Hotel Suites Ltd (KHSL) is a special purpose vehicle 100% owned by Britam that was started for the sole purpose of warehousing the development and operations of its premier executive residences development that will trade as Somerset Westview Nairobi and that will be managed by Ascott, a reputable operator of premium serviced and executive apartments in the world.

## **1.2 ABOUT SOMMERSET WESTVIEW NAIROBI**

KHSL trading as Somerset Westview Nairobi is 162 units, 279 bed high-end serviced apartment development financed by Britam. The development also features a restaurant, swimming pool, residents lounge, kitchen, laundry and many other services. Bidders should visit the site and review the project to obtain a firm appreciation of the relevant details.

As Britam is a financial services company, it made the strategic decision to partner with reputable international operators to manage the serviced apartments in the long run. In this case, Britam appointed Ascott as the operator of the development. On completion, Somerset Westview will form one of the assets in Britam's investment portfolio that aims to maximize long term returns to its investors and policy holders.

## **1.3 PROJECT PROGRESS TO DATE**

The development is 99% complete. Accordingly, the development is now in its pre-opening phase.

## **1.4 REQUEST FOR PROPOSAL FOR LANDSCAPING SERVICES**

KHSL is now requesting your firm's participation in a competitive bidding process to provide Landscaping Services for the upcoming Somerset Westview Nairobi.

The Landscaping Services is split into two: -

1. Pending Landscaping Works
  - a. Screening of the Pump Room Area
  - b. Landscaping works Outside the Plot Boundary Wall
  - c. Additional Landscaping at the Rooftop Bar
2. Monthly Landscaping Maintenance

Accordingly, qualified Suppliers interested in providing such services ("Respondents") must demonstrate the ability to perform the work described in the Project Description set forth in this Request for Proposal (RFP) and have significant, prior experience successfully performing comparable work.

Please note that this Request for Proposal is not an offer or commitment to purchase any goods or services or to award or enter into a contract. KHSL is also not obligated to award the work to any of the bidders for whatever reason.

## **2 SECTION II - INFORMATION TO BIDDERS**

### **2.1 CONFLICT OF INTEREST**

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have beneficial ownership in any business that is in direct competition with the development; or
- (b) they have a controlling partner in common; or
- (c) they receive or have received any direct or indirect subsidy from any of them; or
- (d) they have the same legal representative for purposes of this bid; or
- (e) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (f) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all such bids; or
- (g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject bid.
- (h) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by Britam as Project Manager for the contract.

Bidders shall provide such evidence of their continued eligibility satisfactory to Britam, as the Employer shall reasonably request.

### **2.2 CLARIFICATION OF BIDDING DOCUMENT & SITE VISIT**

A prospective Bidder requiring any clarification of the Bidding Document shall contact KHSL in writing using the contacts given in this request for proposal. KHSL will respond to any request for clarification, provided that such request is received no later than 2 days prior to the deadline for submission of bids. KHSL's response shall be in writing with copies to all participating Bidders including a description of the inquiry but without identifying its source. Should KHSL deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so by issuing an addendum to this request for proposal.

The Bidder is advised to visit and examine the site and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense.

The Bidder and any of their personnel or agents will be granted permission to enter upon its premises for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify KHSL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

## **2.3 AMENDMENT OF BIDDING DOCUMENT**

At any time prior to the deadline for submission of bids, KHSL may amend the Bidding Document by issuing addenda. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from KHSL.

## **2.4 PREPARATION OF BIDS**

### **2.4.1 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **2.4.2 DOCUMENTS COMPRISING THE BID**

The Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Bid
- (b) Completed schedules as required, including Price Schedules, in accordance with this request for proposal;
- (c) documentary evidence establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (d) list of subcontractors; and
- (e) any other document required in the request for proposal

### **2.4.3 LETTER OF BID AND SCHEDULES**

The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.

### **2.4.4 DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE BIDDER**

To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

### **2.4.5 DOCUMENTS ESTABLISHING CONFORMITY TO REQUIREMENTS**

Where a Bidder intends to subcontract, the Bidder shall give details of the proposed Subcontractors. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by KHSL for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of this request for proposal, and that any Services provided by the Subcontractor shall also accordingly comply.

#### **2.4.6 BID PRICES AND DISCOUNTS**

Bidders shall quote for the entire **Service** on a “single responsibility” basis such that the total bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding document. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

#### **2.4.7 CURRENCIES OF BID AND PAYMENT**

The currency of the bid shall be in Kenya Shillings. Bidders may be required by KHSL to justify, to its satisfaction, their local and foreign currency requirements.

#### **2.4.8 PERIOD OF VALIDITY OF BIDS**

Bids shall remain valid for 120 days from the date of submission. A Bid that does not have this validity period, or as may be extended date if amended by KHSL within a period of 365 days from bid submission, shall be rejected by the Employer as nonresponsive.

#### **2.4.9 FORMAT AND SIGNING OF BID**

The Bidder shall prepare one original proposal clearly mark it “ORIGINAL.” The original bids shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

#### **2.4.10 DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by KHSL at the contact emails given in this request for proposal and no later than the deadline indicated in this document.

KHSL may, at its discretion, extend the deadline for the submission of bids by amending this request for proposal, in which case all rights and obligations of KHSL and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **2.4.11 LATE BIDS**

KHSL shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by KHSL after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

#### **2.4.12 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS**

A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of a power of attorney.

### **2.5 EVALUATION AND COMPARISON OF BIDS**

Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

Any attempt by a Bidder to influence KHSL in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, KHSL may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. KHSL's request for clarification and the response shall be in writing. If a Bidder does not provide clarifications of its bid by the date and time set in KHSL's request for clarification, its bid may be rejected.

During the evaluation of bids, the following definitions will apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

KHSL's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
  - affect in any substantial way the scope, quality, or performance required; or
  - limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

KHSL shall examine the technical aspects of the bid in particular, to confirm that all requirements of KHSL's Requirements have been met without any material deviation, reservation, or omission. If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by KHSL and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

Provided that a bid is substantially responsive, KHSL may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

Provided that a bid is substantially responsive, KHSL may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

Provided that a bid is substantially responsive, KHSL shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, KHSL shall use its best estimate.

Provided that the bid is substantially responsive, KHSL shall correct arithmetical errors on the following basis:

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

## **2.6 EVALUATION OF BIDS**

KHSL shall use the criteria and methodologies indicated in this Clause.

### **2.6.1 TECHNICAL EVALUATION**

KHSL will carry out a detailed technical evaluation of the bids not previously rejected to determine whether the technical aspects are in compliance with the Bidding Document. The bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness. In order to reach its determination, KHSL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:

- (a) overall completeness and compliance with KHSL's Requirements;
- (b) In addition to compliance with this proposal, bidders must meet the following minimum requirements and provide the necessary supporting documentation. If the below documents are not provided, the bid will be considered non-responsive and shall not qualify for technical or financial evaluation:
  - (i) Certificate of registration (or its equivalent) that is valid in accordance with any legally recognised jurisdiction

- (ii) Tax compliance certificate (or its equivalent) that is valid in accordance with any legally recognised jurisdiction
  - (iii) CR12 (This is an official communication by the registrar of companies in Kenya as to whom the directors/shareholders of a company are) or its equivalent that is valid in accordance with any legally recognised jurisdiction in your area of operations
  - (iv) Company Profile, with a clear organogram and area of speciality
  - (v) List of Directors (Name, ID Number/passport number, Nationality, Telephone and physical address
  - (vi) Britam Non-Disclosure Agreement (document to be provided to accompany this RFP)
  - (vii) Britam Supplier Code of Conduct (document to be provided to accompany this RFP)
  - (viii) Britam Business Litigation and Probity; and Lead Time and Credit Period Declaration Form (document to be provided to accompany this RFP)
- (c) Any other document that maybe requested by KSHL after the closure of the evaluation process to any successful bidder. Other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.

Where alternative technical solutions are allowed, and offered by the Bidder, KSHL will make a similar evaluation of the alternatives.

#### **2.6.2 FINANCIAL EVALUATION**

In evaluating financial bids, KSHL shall consider the following:

- (a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
- (b) price adjustment for correction of arithmetic errors;
- (c) price adjustment due to discounts offered;
- (d) price adjustment due to quantifiable nonmaterial nonconformities;
- (e) converting the amount resulting from applying (a) to (c) above, if relevant; and

If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed.

#### **2.6.3 COMPARISON OF BIDS**

KSHL shall compare all substantially responsive bids to determine the lowest evaluated bid.

#### **2.6.4 ELIGIBILITY AND QUALIFICATION OF THE BIDDER**

KSHL shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is eligible and meets the qualifying criteria. The determination shall be based upon amongst others an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event KSHL shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.



## **2.7 AWARD OF CONTRACT**

KHSL shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

Prior to the expiration of the period of bid validity, KHSL shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that KHSL will pay the Bidder in consideration of the execution of the Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

KHSL reserves the right, at its sole and absolute discretion, to reject any responses, to modify the RFP or to terminate the RFP in part or in whole at any time. Bidders are hereby advised that Britam is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of proposal responses from bidders.

Until a formal contract is prepared and executed, the notification of award shall constitute a binding agreement.

### **2.7.1 SIGNING OF CONTRACT**

Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement. Within Three (3) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

## **3 SECTION III - EVALUATION AND QUALIFICATION CRITERIA**

The following factors and methods will apply:

### **3.1 ECONOMIC EVALUATION**

#### **3.1.1 TIME SCHEDULE**

The required Services should commence no later than **Thursday, 21<sup>st</sup> October 2021.**

#### **3.1.2 TECHNICAL ALTERNATIVES**

Technical alternatives, if presented will be assessed for their functional requirements and must be fit for purpose for the use intended by the operator. Alternatives failing this test will be automatically discarded and the original bid will prevail.

The final decision on the admissibility and assessment of a technical alternative is strictly the prerogative of KHSL and we are not bound to communicate the outcome of this exercise. Furthermore, KHSL shall not enter into any correspondence with any bidder regarding which alternative will be evaluated.

### **3.2 QUALIFICATION**

In assessing the qualification of a bidder's capacity to perform, KHSL will consider amongst others:

1. Historical non-performance of a bidder
2. Pending litigation
3. Past litigation
4. Financial information
5. Experience of the bidder
6. Outcome of reference checks

## 4 SECTION IV - BIDDING FORMS

### 4.1 LETTER OF BID

Date:

To: Kilimani Hotel Suites Ltd

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with this request for proposal;

(b) We offer to provide Landscaping Services in conformity with this request for proposal

(c) The price of our Bid (Deep Landscaping-Post Construction) including all subsidiary works, government licenses and permits, fees, charges, applicable taxes and all other costs is **KES** \_\_\_\_\_. This price is binding upon us throughout the period of the contract and will not vary except as may be initiated by Kilimani Hotel Suites Ltd of its own motion.

(d) The price of our Bid (Monthly Maintenance Landscaping) including all subsidiary works, government licenses and permits, fees, charges, applicable taxes and all other costs is **KES** \_\_\_\_\_. This price is binding upon us throughout the period of the contract and will not vary except as may be initiated by Kilimani Hotel Suites Ltd of its own motion.

(e) Our Bid shall be valid for One Hundred and Twenty (120) days from the date of submission;

(f) We, including any subcontractors or manufacturers for any part of the contract, do not have any conflict of interest with the business interests of Kilimani Hotel Suites Ltd;

(g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

#### 4.1.1 PROPOSED SUBCONTRACTORS

The following Subcontractors are proposed for carrying out the services: -

Items	Proposed Subcontractors	Locality

## 5 SECTION V – KHSL TERMS OF REFERENCE

### 5.1 PROJECT OBJECTIVE & SUMMARY

KHSL desires to engage a Service provider for Landscaping Services. The Landscaping Services is split into two: -

1. Pending Landscaping Works
  - i. Screening of the Pump Room Area
  - ii. Landscaping works Outside the Plot Boundary Wall
  - iii. Additional Landscaping at the Rooftop Bar
2. Monthly Landscaping Maintenance

### 5.2 UNDERSTANDING OF SERVICES REQUIRED

KHSL expects that bidders will obtain a firm grasp of the Facility in preparing their Bids. Oversights arising from non-appreciation of ground conditions will not be entertained as variations to the contract sum awarded. Bidders are accordingly requested to bear this important fact in mind.

To request more information or to tour the facility, kindly contact the following giving at least One (1) day notice to enable suitable arrangements to be made. The requests for physical visits should be made to the following:

Andrew Kigotho  
+254 724 833 968  
[andrew@cpmc.co.ke](mailto:andrew@cpmc.co.ke)

Lawrence Atonya  
+254 787 309 440  
[Lawrence@cpmc.co.ke](mailto:Lawrence@cpmc.co.ke)

Please note that

- (i) The costs of preparing the proposal and of negotiating the contract, including a visit to the site, are not reimbursable as a direct cost of the assignment; and
- (ii) KHSL is not bound to accept any of the proposals submitted.

### 5.3 PROPOSAL SUBMISSION ADDRESS & DEADLINE

Bidders Proposals shall be submitted in a well labelled and sealed envelope through **our Tender box located at Britam Centre Upper hill 5th floor on or before Thursday 14<sup>th</sup> October 2021 3:00pm. Please note to share hard copy document and cd/flash disk of the same (Soft copy a must)**