INVITATION TO TENDER FOR PROVISION OF FACILITIES

&

PROPERTY MANAGEMENT SERVICES

Release Date: Friday 31st January 2014

Return Date: Friday 14th February 2014
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Project Name: TENDER FOR PROVISION OF FACILITIES & PROPERTY MANAGEMENT SERVICES

ISSUE OF ITT DOCUMENT to prospective bidders

This form is to be completed by persons expressing interest on the above tender, this page is to be completed and faxed immediately to fax number +254 20 240977 or a scan copy e-mailed to procurement@kcb.co.ke. Firms that do not register their interest in this manner may not be sent the RFP addenda should any arise.

Name of Person: __________________________

Organization Name: __________________________

Address: ________________________________________

Tel No: __________________________

Fax No: __________________________

Email Address: __________________________

Signature: __________________________

Date: __________________________
1. INTRODUCTION

KENYA COMMERCIAL BANK LIMITED (hereinafter referred to as "the Bank") is the leading local Bank with operations and outlets in all the major administrative centres in Kenya, and across the East and Central African region in Tanzania, Uganda, Sudan, Rwanda and Burundi.

The Bank has embarked on a significant expansion programme, with major focus on improving the quality of customer service and ability to respond to changing customer needs.

In line with these changes, the Bank needs to ensure that its business premises and facilities are maintained to the highest standards, services are provided efficiently, statutory compliance in property management is maintained and rent collection from and in Bank owned properties is timely.

Towards this end, the Bank requires the services of a Facilities and Property Manager with proven capacity to handle the various Bank premises in the country and region.

This document constitutes the formal INVITATION TO TENDER (ITT) FOR PROVISION OF COMPREHENSIVE FACILITIES & PROPERTY MANAGEMENT SERVICES.

This ITT is being sent out on an open tender basis to all service providers who wish to participate.

2. OBJECTIVES

The objective of this ITT is to:

- Identify a service provider to whom the Bank can outsource its Facilities & property management in line with specific task objectives.
- Provide data for tendering for provision of the said services where a suitable service provider can be identified.
- Provider will be given responsibility of:
  - Managing leased premises and branches.
  - Payment and reconciliation of land rent and rates.
  - Payment of licenses for signage and utility bills.
  - Administration of leases for letting space.
  - Preparation of management reports.
  - Rent collection and maintenance of service charge registers.
  - Supervising of all repairs/renovations in the various properties and branches.
  - Supervision of contractors identified by the Bank or together with the property manager. These will include providers for lift maintenance services, Generators maintenance, air conditioners, guarding services, cleaning services and tea services.
  - Preparation of appropriate SLA’s with the service providers that will govern TAT’s and supervision of the Services by the service providers.
  - Carry out market rent surveys and negotiate rents payable.
  - Any other services ordinarily provided by Facilities and Property Management Company.
3. **TIME OBJECTIVES**

The Bank wishes to commence this program within the month of February 2010 upon expiry of the notices given to the existing contracts.

The tentative time scale program is as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Tentative timeline</th>
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</thead>
<tbody>
<tr>
<td>1. Release of ITT to Service providers</td>
<td>31st January 2014</td>
</tr>
<tr>
<td>2. Return of ITT</td>
<td>14th February 2014</td>
</tr>
<tr>
<td>3. Appointment of Service provider</td>
<td>TBA</td>
</tr>
<tr>
<td>4. Commencement of Contract and actual service provision</td>
<td>TBA</td>
</tr>
</tbody>
</table>

4. **DETAILED SCOPE OF RESPONSIBILITIES FOR THE PROPERTY MANAGER**

4.1 **Leased Premises & KCB owned Branches**
- Supervision of all repairs, cleaning and guard services.
- Supervision of maintenance services of lifts, Generator maintenance, air conditioners etc.
- Interpretation, negotiation of lease terms and administration of leases.
- Market rent surveys and negotiating of rents.
- Preparation of annual rent payable.
- Must prepare annual expense budgets for the bank.
- Supervision of repairs and renovations including maintenance of road signage and Facia signs.

Details of leased properties are shown in the attached schedule.

4.2 **Cleaning Services**
- Management and supervision of Cleaning Services Contractors contracted by the Bank.
  - These include:
    - a) Normal cleaning and dusting of carpet, chairs and curtains.
    - b) Cleaning and maintenance of plants and gardens.
    - c) Fumigation and pest control.
    - d) Sanitary and toiletry services.
    - e) Cleaning of signage, fascia signs and garbage collection.
- Evaluation of service quality in accordance with the agreed Service Level.

4.3 **Maintenance contracts**

Maintenance will include servicing and repairs of Generators, Lifts, Air Conditioners and Fire Safety Equipment.
- Ensure downtime is kept to the minimum.
- Maintenance and repair costs are at the minimum.
- Quality of service is the top notch.
- Prompt settlement of bills.
All service level agreements shall be entered into for the above services. Sub-providers of services will be contracted by KCB Procurement and handed over to the Facilities & Property managers to administer the same.

Where the managers have been requested to contract for some services the Facilities and Property Manager will be required to adhere and operate under the Banks Procurement Policy

4.4 Renovations and repairs

Property managers shall provide the following services: -

Supervision of

- Minor electrical repairs and replacement of bulbs. The Bank at its discretion may authorize the branches to directly source and handle minor jobs/repairs from local service providers i.e. within the Branch’s locality where it is determined that such an approach will result in better TAT or better cost savings.
- Plumbing repairs and replacements.
- Re-painting/redecorating and replacement of damaged floor tiles, doors, door locks etc.
- Leakage repairs.
- Carry out regular inspections to ensure sub-contracted service providers are performing at optimum levels.
- Enter into SLA’s with sub contracted service providers to ensure that the above is achieved.
- In conjunction with the Bank develop a maintenance policy and program.
- Carry out an initial assessment of repair/renovation requirements for all facilities and present.
- Detailed report for action.
- Prepare repair/renovation specifications and obtain Bank allocation of float cash
- Prepare comprehensive annual maintenance budgets.

The property manager and KCB will be required to contract service providers for the above services, under the guidelines of the bank’s procurement policy.

For major capital works, the property manager will prepare specifications and bills of quantities in consultation with Facilities department which will be used for tendering. The results of the tender and recommendation of the property manager will be forwarded to the Bank (Procurement department) for approval before commencement of the works.

4.5 Tender For Specialized Services

The Bank shall tender for all specialized services except where not practically possible, and shall pass on management of the services to the property manager immediately after award. The property manager shall enter into appropriate SLA’s with the specialized service providers that will govern TATs and supervision of the services by the service providers

4.6 Internal Contracting for Emergency Works

The Bank may at its discretion authorize any branch to source for certain contractor services locally and directly, where it is determined that such an approach will result in better TAT or better cost savings. E.g. changing of bulbs, leaking taps etc
4.7 Guarding Services

Currently guarding services are provided across the Bank's premises by the security firms. Until otherwise advised, the Bank shall continue to appoint contractors for provision of security services in Branches and Head Office.

4.8 Accounting and Reporting

The property manager shall provide periodic reports as agreed on all the aspects of the Facilities and property management services, that shall include but not limited to, rent schedules, VAT report, and Occupancy, debtors and expenses reports.

5. COMPILATION AND SUBMISSION OF THE ITT

- From the information and details contained herein, a response document should be prepared as the ITT response in two parts - technical proposal and financial proposal.
- Proposals should be dropped in the tender Box on the 5th Floor, Kencol House on 14th February, 2014, not later than 3pm, and should be in plain sealed envelopes.

The ITT response should include the information required in 5.1 and 5.2 in the same sequence

5.1 Technical Proposal

a) A background of the firm, highlighting experience, capabilities. Processes and resources relevant to the task.
b) A statement of the firm's Human Resources Capacity showing relationships down to the level of actual deployments expected on the Bank's assignment.
c) A comparison of current and additional Human Resources capacity that would be put into place for the Bank's assignment.
d) The detailed resource structure specific to the Bank's requirement
e) The proposed administrative procedures and processes. This item must be clear because good customer service shall be heavily dependent on the prompt resolution of repair and maintenance problems that arise from the different locations.
f) The systems in place (specify) for efficient administration and resolution of calls and for reporting status at any time.
g) The customer service standards proposed and tools for monitoring.
h) The proposed implementation timetable showing clearly the milestone activities and the responsibilities for the Bank and the Property Manager. The proposal must highlight the key success factors in general and financial institutions in particular.
i) Reference sites (three) where similar nature of work has been successfully completed and where the Bank would obtain references
j) Company financial position as supported by relevant Financial reports for the latest two years
k) Detailed relevant experience including customers served before and type of work undertaken.
l) Any other information / documents which may be considered necessary or useful for this ITT
5.2 Financial Proposal

a) The financial proposal should be clearly detailed to allow adjustments such as inclusion of new properties or retirement of existing ones.
b) Separately show the property manager's fees as well as a list of expected disbursement expenses.
c) Propose an accounting process and framework for reimbursable expenses.
d) State validity into the future of the quoted rates and highlight key factors that would form basis for proposing revisions in the future.
e) Clearly show fixed fees and those dependent on levels of income and activity such as rents.
f) All prices should be inclusive of all taxes where applicable.

6. ITT Submission

The ITT response should be put in a plain sealed envelope and deposited in the tender box on the 5th Floor Kencom House, Wing B (Facing Hilton Hotel), by 3pm on Friday 14th February 2014. Technical Proposals will be opened soon thereafter and interested firms or their representative employees who shall have submitted proposals are welcome to attend the opening.

TECHNICAL AND FINANCIAL PROPOSALS SHOULD BE SEPARATE AND SHOULD BE IN TWO DIFFERENT PLAIN ENVELOPES RESPECTIVELY MARKED.

a) Technical Proposal - Property Management Services
b) Financial Proposal - Property Management Services. Note that the financial proposal should be inclusive of all taxes where applicable

The two proposals should then be put in one sealed envelope, clearly labeled as above

7. List of Properties

The list of properties is per the list shown in appendix A below.

Important:
The final list will be regionalized and therefore your Financial proposal should be regionalized in the following format:

- NAIROBI & CENTRAL
- COAST & EASTERN
- WESTERN & GREAT RIFT

You may also submit proposals for all the regions in the batches provided although you will only qualify for one batch even if technically and financially successful for more than one. Award of the regions will be at the discretion of the Bank.

Proposals not adhering to the regions as defined in the schedule will be liable for disqualification
8. GENERAL CONDITIONS OF CONTRACT

1.1 Introduction

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Bank. The resulting contract shall include but not be limited to the general terms of contract as stated below from 1.2 to 1.14.

1.2 Award of Contract

Following the opening and evaluation of proposals, the Bank will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid. The Bank will communicate to the selected bidder its intention to finalise the draft conditions of engagement submitted earlier with his proposals. After agreement will have been reached, the successful Bidder shall be invited for agreement and signing of the Contract Agreement to be prepared by the Bank in consultation with the Bidder.

1.3 Application of General Conditions of Contract

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

1.4 Bid Validity Period

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission.

1.5 Non-variation of Costs

The prices quoted for the service and subsequently agreed and incorporated into the contract shall be held fixed for the contract period.

1.6 Performance Security

1.6.1 The Bank may at its discretion require the successful bidder to furnish it with Performance Security in the amount specified in the accepted Bid.

1.6.2 The Performance Security shall be in the form of a Bank guarantee issued by a commercial bank operating in Kenya and shall be in a format prescribed by the Bank. (see enclosed pro forma in Nos 4.1). The performance guarantee shall be submitted within 10 days of notification of award.

1.6.3 The proceeds of the Performance Security shall be payable to the Kenya Commercial Bank Limited as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract.

1.6.4 The Performance Security will be discharged by the Bank not later than two months following the date of completion of the Bidder’s performance obligations,
and the Bank’s acceptance of the final report as specified in the contract.

1.7 Delays in the Bidder’s Performance

1.7.1 Delivery and performance of the requirements shall be made by the successful Bidder in accordance with the time schedule as per Agreement.

1.7.2 If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

1.7.3 Except in the case of “force majeure” as provided in Clause 1.14, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages.

1.8 Liquidated damages for delay

The contract resulting out of this RFP shall be incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

1.9 Governing Language

The Contract shall be written in the English Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English.

1.10 Applicable Law

This agreement arising out of this RFP shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

1.11 Bidder’s Obligations

1.11.1 The Bidder is obliged to work closely with the Bank’s staff, act within its own authority, and abide by directives issued by the Bank that are consistent with the terms of the Contract.

1.11.2 The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder’s negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

1.11.3 The Bidder is responsible for managing the activities of its personnel, or
subcontracted personnel, and will hold itself responsible for any misdemeanours.

1.11.4 The Bidder will not disclose the Bank's information it has access to, during the course of the work, to any other third parties without the prior written authorisation of the Bank. This clause shall survive the expiry or earlier termination of the contract.

1.12 The Bank’s Obligations

In addition to providing Bidder with such information as may be required by the bidder to complete the requirement, the Bank shall,

(a) Provide the Bidder with specific and detailed relevant information concerning the requirement;

(b) in general, provide all information and access to Bank's personnel;

(c) make available to the Bidder, for the Bidder's use in fulfillment of this Agreement, conventional office facilities for use by the employees of Bidder, if agreed and required; and

(d) appoint a coordinator who shall arrange any access to its information and staff required by Bidder for its performance under the contract, if agreed and required.

1.13 Confidentiality

The parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract.

1.14 Force Majeure

(a) Neither Bidder nor Bank shall be liable for failure to meet contractual obligations due to Force Majeure.

(b) Force Majeure impediment is taken to mean unforeseen events, which occur after signing the contract with the successful bidder, including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Authorities or other stipulations or restrictions by authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without its being able to prevent or remove the impediment at reasonable cost.

(c) The party involved in a case of Force Majeure shall immediately take reasonable steps to limit consequence of such an event.

(d) The party who wishes to plead Force Majeure is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.
(e) The party who has pleaded a Force Majeure event is under obligation, when requested, to prove its effect on the fulfilling of the contemplated contract.

9. **OTHER INFORMATION**

It may be necessary for the firm's representative to visit the Bank and discuss any aspects related to these requirements. The contact people in Facilities Department for this purpose are:

Mr. Joshua Bosire, - Facilities Department  
E-mail: jbosire@kcb.co.ke

Or  
Mr. Richard Munuve – Facilities Department  
Email address: r -munuve@kcb.co.ke

Or for any clarification in writing you may use the following e-mail address: procurement@kcb.co.ke to the attention of Sylvester Atuya – procurement department both at KENCOM HOUSE Tel; 327000 or 2852000

10. **BUYER’S RIGHTS**

The Bank is not bound to accept the lowest or any proposal nor give reasons for its decision.

11. **CONFIDENTIALITY**

All prospective service providers under this tender undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other furtherance of this tender) nor without the prior written consent of the Bank disclose to any third party any information of a confidential nature relating to the Bank including, without limitation, any trade secrets, confidential or proprietary technical information, layouts, inventory as provided and any other information of commercial value) which may become known to them under or in connection with this Tender.

12. **COMMITMENT AND ACCEPTANCE**

We have read and agree with the terms stated in this Tender for Provision of Comprehensive Property Management Services

Signed: Name ________________________________________________________________________

Designation ________________________________________________________________________
## APPENDIX - A

### REGIONS

<table>
<thead>
<tr>
<th></th>
<th>NAIROBI/ CENTRAL</th>
<th>COAST/EASTERN</th>
<th>GREAT RIFT/WESTERN</th>
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<tbody>
<tr>
<td>1</td>
<td>Enterprise Building</td>
<td>Meru</td>
<td>Eldoret Main</td>
</tr>
<tr>
<td>2</td>
<td>Jogoo Road</td>
<td>Kilindini</td>
<td>Kapsabet</td>
</tr>
<tr>
<td>3</td>
<td>Leadership Centre/Sports Club</td>
<td>Machakos</td>
<td>Loncom House Nakuru</td>
</tr>
<tr>
<td>4</td>
<td>Tom Mboya</td>
<td>Mvita</td>
<td>Nakuru Main</td>
</tr>
<tr>
<td>5</td>
<td>Karatina</td>
<td>Treasury Square</td>
<td>Nakuru Flamingo</td>
</tr>
<tr>
<td>6</td>
<td>Nanyuki</td>
<td>Embu</td>
<td>Bungoma</td>
</tr>
<tr>
<td>7</td>
<td>Othaya</td>
<td>Small Adhoc Branch Jobs within Region</td>
<td>Kakamega</td>
</tr>
<tr>
<td>8</td>
<td>42 Offsite ATMs</td>
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<td>Kismu</td>
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<tr>
<td>9</td>
<td>Nyahururu</td>
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<td>Small Adhoc Branch Jobs within Region</td>
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<td>Small Adhoc Branch Jobs within Region</td>
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