

TENDER DOCUMENT

FOR

PROVISION OF OFFICE CLEANING/ FUMIGATION

SERVICES

(Youth, Women & Persons with Disabilities)

A.C.A. / AT/003/2019-2020

**National Water Plaza, 3rd Floor along Dunga Road,
Industrial Area
NAIROBI**

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SECTION I - INVITATION FOR TENDERS

Date 06TH August, 2019.

TENDER REF. NO. - ACA/AT/003/2019-2020 .

TENDER NAME: (Provision Of Office Cleaning/ Fumigation Services.)

- 1.1 The *ANTI-COUNTERFEIT Authority (A.C.A.)* invites emailed tenders from eligible candidates for *provision of Office Cleaning/ Fumigation Services) for a period of twelve months with possible renewal on satisfactory performance of services.*
- 1.2 Interested eligible candidates may obtain a complete set of the tender documents from our website:-www.aca.go.ke; or supplier.treasury.go.ke and **site visit on 14th August, 2019 at 10.00am for the Nairobi Office located at the National Water Plaza Building, 3rd Floor along Dunga Road Industrial Area.**
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.4 The tenderer shall furnish, as part of this tender, a **tender security/bid bond**
- 1.5 Completed tender documents are to be delivered in the tender box at the National water Plaza building on the 3rd floor along Dunga Road industrial Area, indicating the subject line:-**ACA/AT/003/2019-2020 PROVISION OF OFFICE CLEANING/ FUMIGATION SERVICES** so as to reach THE EXECUTIVE DIRECTOR,ANTI-COUNTERFEIT AUTHORITY,P.O. BOX 47771-00100 NAIROBI, on or before **Tuesday, August 20, 2019 at 10.00 am**
- 1.6 Tenders will be opened thereafter on **Tuesday, August 20, 2019, at 10.00 a.m.** in the presence of the candidates representatives who choose to attend *on the 3rd floor board room.*

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to youth, women and persons with disabilities tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderer 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 Public Procurement and Asset Disposal ACT No. 33 of 2015 Sec 55. (1) States that:-A person is eligible to bid for a contract in procurement or an asset being disposed, only if the person satisfies the following criteria Eligibility to bid.(a) the person has the legal capacity to enter into a contract for procurement or asset disposal; (b) the person is not insolvent, in receivership, bankrupt or in the process of being wound up;(c) the person, if a member of a regulated profession, has satisfied all the professional requirements; (d) the procuring entity is not precluded from entering into the contract with the person under section 38 of this Act;(e) the person and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of this Act; (f) the person has fulfilled tax obligations;(g) the person has not been convicted of corrupt or fraudulent practices; and (h) is not guilty of any serious violation of fair employment laws and practices.

Sec (2) States that:- A person or consortium shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the person or consortium, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of subsection (1) (e), (f), (g) and (h). Sec (3) states that:-Despite the provisions of subsection (2), a person or other body having a substantial or controlling interest shall be eligible to bid where (a) such person has declared any conflict of interest; and (b) performance and price competition for that good, work or service is not available or can only be sourced from that person or consortium. Sec (4) states that:- A State organ or public entity shall require a person to provide evidence or information to establish that the criteria under subsection (1) are satisfied. Sec (5) states that:- A State organ or public entity shall consider as ineligible a person for submitting false, inaccurate or incomplete information about his or her qualifications.

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 Procuring entity to provide consulting services for the preparation of

the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in the 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 procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 This tender document shall not be charged when downloaded from the website:- www.aca.go.ke or supplier.treasury.go.ke

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge from the website:-www.aca.go.ke.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of services
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. 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 candidates who have received the tender documents.

2.4.2 The procuring entity 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.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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 Procuring entity, 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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9 Tender Prices

The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity'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 Appendix to Instructions to Tenderers where applicable.

2.12.2 The tender security shall not exceed 1 per cent of the tender price if applicable.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.
- e) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5 if applicable

2.12.6 Unsuccessful Tenderer's tender 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

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.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity 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 granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Tenders shall be sealed and indicated with the subject line ACA/AT/003/2019-2020 OFFICE CLEANING AND FUMIGATION SERVICES

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 envelopes shall:

- (a) Be addressed to the Procuring entity 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 **Tuesday, August 20, 2019 at 10.00 AM**”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday, August 20, 2019 at 10.00 AM**

The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Tenders shall be delivered to the procurement office on the 3rd floor of the National Water Plaza, along Dunga Road with the subject line: - **ACA/AT/003/2019-2020 OFFICE CLEANING AND FUMIGATION SERVICES**

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 tenders, is received by the Procuring entity prior to the deadline prescribed for 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 fax or email 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. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at **10.00 a.m.** and in the location specified in the invitation for

tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to 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 Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing through emails, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity'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 Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 The Procuring entity may waive any minor informality or non-conformity 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 2.20, the Procuring entity 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 Procuring entity'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 procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Procuring entity 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 Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity'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 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2., the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity 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 procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on 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 Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.23. Contacting the Procuring entity

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

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and 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 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 2.11.2, as well as such other information as the Procuring entity 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity 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.

2.25.2 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.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 The Procuring entity 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 Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity 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.

2.26.3 A tenderer who gives false information in the tender document about his 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.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing/email that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security where applicable pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 The successful tenderer shall sign and date the contract with the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed immediately the notification of contract award is issued.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by 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 Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Procuring entity 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.
- 2.30.2 The Procuring entity 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
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring entity 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 tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity 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.
 - e) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 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 quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor 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 Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

- 3.11.2 In the event the Procuring entity 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 un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The Procuring entity may at any time 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for Convenience

3.13.1 The Procuring entity 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 procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 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.

3.15. Governing Language

3.15.1. 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.

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

- 3.18.1 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 Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

Appendix to Instructions to Tenderers

The following information for the procurement of Cleaning and Fumigation services shall complement, supplement, or amend, the provisions on 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.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Indicate eligible tenderers: Youth, Women and Persons with Disabilities
2.1.3.	Qualification Information statement: This shall not be required
2.2.2.	No fee to be charged for tender documents upon downloading from our website:- www.aca.go.ke or supplier.treasury.go.ke
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of:- <ul style="list-style-type: none"> i) Certificate of Registration under the companies Act (CAP 486) ii) Certificate of valid tax compliance iii) Valid AGPO Certificate iv) Current Business License v) Properly filled Confidential Business Questionnaire vi) Evidence of compliance to Government Minimum wage policy vii) Current approved authorization, registration, licenses and statutory requirement where applicable. viii) Site Visit Certificate
2.12.1	Particulars of tender security:-If Applicable. 1.0% of the bid amount valid for a period of 60 days from the date of submission of the tender document.
2.12.4	Form of Tender Security. If Applicable The Tender Security shall be in the form of Bank Guarantee from a reputable bank or a Guarantee from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA).
2.13	Validity of Tenders: Tenders shall remain valid for 120days after date of Tender Opening
2.15.2.(b)	State day, date and time of tender closing: Tuesday, August 20, 2019 at 10.00 AM
2.16.1	Deadline for submission of Tenders – Tuesday, August 20, 2019 at 10.00 AM

2.16.2	All Documents shall be delivered to the tender box on the 3 rd Floor Reception
2.16.3	Opening of Tenders: Tuesday, August 20, 2019 at 10.00 AM
	<p>Evaluation and Comparison of Tenders: The proposals will be evaluated in three stages as follows:</p> <p><u>A) Stage One Mandatory Requirements:</u></p> <ol style="list-style-type: none"> 1. Must submit copies of the following documents: <ul style="list-style-type: none"> • Certificate of Registration or Incorporation. • Valid Tax Compliance Certificate. • Current Business license • Current AGPO Certificate • Current approved authorization, registration and licenses and statutory requirements where applicable. • Evidence of compliance to Government Minimum wage policy • Site Visit Certificate duly signed by the Authority on 14th August, 2019 at 10.00am for Nairobi Office 2. Completely Fill the Confidential Business Questionnaire, the form of tender and price schedule in the formats provided <p>N/B: THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE</p>

Stage 2: Technical Evaluation

No	Requirement	Maximum Score (%)	Score Awarded (%)
1.	<p>Company Profile:</p> <ol style="list-style-type: none"> a) Evidence of relevant current covers NHIF & NSSF (8marks) b) Evidence of training programmes for workers e.g. first aid, customer care, housekeeping etc (3 marks) c) Evidence of compliance to Government Minimum wage policy (5marks) d) State maximum period of compensation to clients for loss where you are to blame (Our requirement is max 30 days) (4 marks) 	20	
2.	<p>Staff Competency Profiles:</p> <ol style="list-style-type: none"> a) Attach organization Chart (3marks) b) Provide evidence that workers are provided with written instructions/assignments with responsibilities (4marks) c) Attach CV of the Operations Manager (3marks) 	10	
3.	<p>Physical Facilities: Provide evidence of availability of office e.g. copy of title deed or lease</p>	10	

	agreement, utility bill (electricity, rent or water).		
4.	Capacity: Provide evidence of equipment and other resources related to cleaning services e.g. a) Scrubbing and Sucking Machine (3 marks) b) Provide copy of one log book of motor vehicle in company's name or lease. (2marks) c) Mops, Buckets and brooms (2marks) d) Indicate number of uniforms provided to workers, minimum is 2 (2marks) e) Submit list of other kits provided to workers e.g. dust masks, gloves etc (1mark)	10	
5.	Supervision: Provide evidence to show frequency of supervision per 12 hour shift (3 checks)	5	
6.	Reputation: a) State total number and names of Corporations you are currently serving (max 4 marks) for more than two years. b) Provide reference letter from three major clients (6marks)	10	
7.	Experience: State number of years of experience in provision of cleaning service (Minimum for full marks is 5years)	10	
8.	Provide evidence for welfare programme for workers	5	
9.	Site visit by the Evaluation team for firms that meet 50% and above	20	
	TOTAL	100%	

C) Stage 3: Financial Evaluation

NB: Tenderer's who score less than 70% shall not be considered for financial evaluation. The winning firm shall be the firm meeting the minimum score (70% and above) and with the lowest cost (VAT inclusive).

SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
4.13 Performance security	Applicable
4.14 Delivery of Services	For a Contract period of 12 months with an option of renewal subject to Satisfactory Performance
4.15 Payment	At the end of every month
4.16 Price adjustment	No Price adjustments allowed.

4.17 Applicable law	Laws of Kenya
4.18 Notices	Procuring Entity Executive director, Anti-counterfeit Authority. National Water Plaza, 3 rd Floor along Dunga Road Industrial Area P. O. Box 47771-00100 NAIROBI
Others as necessary	

SECTION IV: TECHNICAL SPECIFICATION OF THE DETAILS OF CLEANING AND FUMIGATION SERVICES (SCHEDULE OF REQUIREMENTS)

AREA	SCOPE OF WORKS
Corridors with ceramic Tile floor surfaces	<ul style="list-style-type: none"> • Daily sweeping and mopping with suitable detergents • Weekly machine scrubbing with suitable detergents
Offices with Ceramic Tile floor surfaces	<ul style="list-style-type: none"> • Daily sweeping and mopping with appropriate detergents. • Monthly machine scrubbing with suitable detergents.
Partitions	<ul style="list-style-type: none"> • Dusting and wiping the wood every morning both inside and outside.
Walls/mirrors	<ul style="list-style-type: none"> • Dusting and removing marks on walls up to the ceiling level • Dusting and removing cobwebs weekly • Mirrors should be wiped and kept clean daily.
Doors	<ul style="list-style-type: none"> • Dusting and wiping doors • Disinfecting doors handles three times a week
Furniture/equipment/fittings	<ul style="list-style-type: none"> • Daily dusting, cleaning and stain removing of Computers, printers, photocopiers and typewriters. • Daily cleaning with disinfectant of all telephone head sets. • All office furniture covered with fabric should be dusted and wiped daily and shampooed once a month.
Material Stores	<ul style="list-style-type: none"> • All material stores should be swept and scrubbed once a week under the supervision of the Agency's staff.
Stationery Stores	<ul style="list-style-type: none"> • Should be swept and mopped daily and scrubbed using suitable detergents once a week.
Notice Boards	<ul style="list-style-type: none"> • All notice boards with glass sliding doors and metal frames should be wiped daily. • Soft board notice boards should be dusted daily and removal of cobwebs, birds' nests and wasp nests

	should be done constantly.
Office Kitchens	<ul style="list-style-type: none"> • These should be swept and mopped after every use. • Scrubbing of floors should be done once a week.
Ceiling, Windows and Window Panes and Grills	<ul style="list-style-type: none"> • Ceilings must always be spotless and cobweb free. • All windows, window panes and grills must be cleaned and dusted every day. All efforts should be made to reach all corners of the windows. <p>Application of sheen on window panes as well as thorough cleaning of all windows should be done once a week.</p>
Toiletries	<ul style="list-style-type: none"> • Delivering four bales of jumbo tissues on a weekly basis or as and when required
Washrooms	<ul style="list-style-type: none"> • These should be mopped and kept clean at all times • Scrubbing of floors should be done once a week. • Toilet bowls should be kept clean and free of stains • Toilet urinals should be cleaned with toilet balls put daily • Sinks and mirrors should be kept clean at all times

General Conditions

- Remove all rubbish, dirt, stains, spills or foreign objects on or around the surface;
- Dusting of tables, chairs, computers and other office equipment, disinfecting of telephone heads, mopping and scrubbing of floors;
- Ensure all smooth surfaces remain and retain their original gloss;
- Ensure all areas are free from any unpleasant smell except in cases where the smell emanates from outside the building;
- Collect and dispose of all rubbish, dirt, waste materials or refuse from the offices/building to the designated areas.
- Clean and empty waste paper baskets/dustbins lined with transparent garbage bags twice daily;
- Cleaning glazing pictures, bookcases and cabinets on a daily basis;
- Dusting of all doors and doorframes on a daily basis;
- The contractor must use detergents that have been proved to be user friendly as well as environmental friendly sourced from reputable organizations;
- All cleaning equipment such as floor scrubbers must be of good quality and in good working condition; and
- Doormats should be dusted daily and ensure they are always dry and dust free.

PRICE SCHEDULE FOR SERVICES (ALL TAXES INCLUSIVE)

SUPPLY AND DELIVERY OF JUMBO TISSUES (NAIROBI) – QTY – 12 Bales/ Month

Indicate Cost per Bale all taxes inclusive -----**Kshs.** ----- to be delivered twice in a month

CLEANING SERVICES

Item No.	Location	Area (Sq. ft)	Service	Area (Sq. ft)	Total Cost per Month
1.	3 rd Floor National Water Plaza	Partly Carpeted	Daily sweeping, hoofing and mopping and monthly machine scrubbing of the ceramic tiles	15,000	
2	Wall Street Godown No. 58, Kyang'ombe Off Mombasa Road	Not Carpeted	Sweeping, mopping and dusting twice a week	10,000	
3	Eldoret Go down	Not Carpeted	Sweeping, mopping and dusting twice a week	2,500	
5	Eldoret Office	Not Carpeted	Daily sweeping and mopping and monthly machine scrubbing of the ceramic floor tiles.	1,300	
6	Mombasa Office	Not Carpeted	Daily sweeping and mopping and monthly machine scrubbing of the ceramic floor tiles.	1,500	
7	Mombasa Go down at Changamwe.	Not Carpeted	Sweeping, mopping and dusting twice a week	8,000	
6	Kisumu Office	Not Carpeted	Daily sweeping and mopping and monthly machine scrubbing of the ceramic floor tiles	1,000	

FUMIGATION SERVICES

Item No.	Description	Location	Frequency	Quarterly cost
1.	Fumigation and Pest Control to be carried out in all the offices, reception and security desks, conference rooms, kitchens and all areas within the Agency.	3 rd floor National Water Plaza, Eldoret, Kisumu, and Mombasa	Every Quarter	
2.	Fumigation and pest Control to be carried out entirely.	Wall Street Godown Nairobi , Mombasa Godown& Eldoret Godown	“	

SUPPLY AND DELIVERY OF SANITARY BINS (NAIROBI) – QTY – 4

Indicate Cost per Bin all taxes inclusive -----**Kshs.** ----- to be delivered twice in a month

SECTION V - 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. 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.
3. **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.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Certificate of Bidders Visit to Site** - Upon visiting the various sites, bidders will sign the form alongside the Agency representative and insert it in the tender document before submitting in the form included hereinafter.

Form of Tender

To: _____
Name and address of procuring entity

Date _____
Tender No. _____
Tender Name _____

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Cleaning and Fumigation Services under this tender in conformity with the said Tender document for the sum _____ of
.....[Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Cleaning and Fumigation Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between [name of Procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the Cleaning & Fumigation Services and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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:
 - the Tender Form and the Price Schedule submitted by the tenderer;
 - the Schedule of Requirements
 - the Details of services
 - the General Conditions of Contract
 - the Special Conditions of Contract; and
 - the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the Cleaning and fumigation services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services 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 Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>

	Part 2 (a) – Sole Proprietor																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																				
	Part 2 (b) – Partnership																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Part 2 (c) – Registered Company																				
	Private or Public State the nominal and issued capital of company, Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
Date.....	Signature of Candidate.....																				

CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that

Name/s.....

.....

Being the authorized representative/ Agent of {Name of bidder}

.....

.....

Participated in the organised inspection visit of the site of the works for the

.....

Held on..... day of2019

(Employers Representative)

.....

(Name of Employer's Representative)

(Designation)

NOTE: This form is completed at the time of the organized site visit.