



NATIONAL AIDS CONTROL COUNCIL

TENDER NO. NACC/T/012/ 2018-2019

**PROVISION OF CLEANING AND FUMIGATION SERVICES FOR THE
NATIONAL AIDS CONTROL COUNCIL**

CLOSING DATE: MARCH 6, 2019 at 10.100AM

**National AIDS Control Council (NACC)
Landmark Plaza, 9th Floor
Argwings Kodhek Road Opp. Nairobi Hospital
P. O. Box 61307 – 00200
NAIROBI (KENYA)
TEL: +254-020-2715109/2711261/2715144
E-mail: communication@nacc.or.ke
Website: www.nacc.or.ke .go.ke**

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INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
 - i. Security.
 - ii. Cleaning.
 - iii. Servicing and repairs.
 - iv. Transport.
 - v. Clearing and forwarding.
 - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
 - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
 - i. Tender number.
 - ii. Tender name.
 - iii. Name of procuring entity.

SECTION I – INVITATION TO TENDER

Date February 19, 2019

Tender No. [NACC/T/012/ 2018-2019](#)

Tender Name: Provision of Cleaning and Fumigation Services at the National AIDS Control Council Offices for 2 years

- 1.1 The **National AIDS Control Council** invites sealed tenders from eligible candidates for the supply of **Provision of Cleaning and Fumigation Services. The contract will be effective from July 2, 2019**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **National AIDS Control Council Landmark Plaza** Opposite the Nairobi Hospital, Nairobi, 8th Floor from Procurement Division Office
- 1.3 A complete tender document may be downloaded for free from NACC website www.nacc.or.ke or www.tenders.go.ke or upon payment of a non- refundable fee of Kshs. 1,000 in cash or bankers cheque payable to the **Chief Executive Officer, National AIDS Control Council** for printed copy of the documents.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **(120) days** from the closing date of the tender.
- 1.5 Tenders must be accompanied by a duly completed Bid Securing Declaration Form.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **Tender Box** provided at the on **9th Floor of Landmark Plaza** situated on **Agwings Kodhek Rd Opposite Nairobi Hospital** on or before **March 6, 2019** at **10.00am**
- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at NACC Headquarters, **Landmark Plaza** situated on **Agwings Kodhek Rd Opposite Nairobi Hospital**

**Chief Executive Officer
National AIDS Control Council**

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers under restricted tenders as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under the PPAD Act 2015.
- 2.1.2. 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, other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.3. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The document shall be downloaded free of charge from the NACC website www.nacc.go.ke or www.tenders.go.ke.

2.2.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders:

- a) Instructions to tenderers
- b) General Conditions of Contract
- c) Special Conditions of Contract
- d) Schedule of Requirements
- e) Details of service
- f) Form of tender
- g) Price schedules
- h) Contract form
- i) Confidential business questionnaire form
- j) Tender security form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.3 Clarification of Documents

2.3.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the 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 no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.3.2. 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 Amendment of documents

2.4.1. 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.

2.4.2. 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.

2.5 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the 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

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, 2.10 below
 - (a) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (b) Tender security furnished is in accordance with Clause 2.12
 - (c) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price. N/A

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request. N/A

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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 its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the 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 declaration form for the amount and form specified in the price schedule (if applicable).

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 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

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

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

or

b) In the case of a successful tenderer, *if* the tenderer fails:

i) To sign the contract in accordance with paragraph 30 or

ii) To furnish performance security in accordance with paragraph 31.

If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain **valid for 120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare ONE copy of the tender, clearly marked "ORIGINAL TENDER" ONE copy clearly marked 'COPY' and ONE Soft Copy (pdf) CD or related version.

2.14.2 The original 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 unamended 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 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original in an envelope, duly marked and 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 **Wednesday 6th March, 2019 at 10.00 A.M.**”

2.15.2 The 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”.

2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than **Wednesday 6th March, 2019 at 10.00 A.M.**”

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, 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.

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

2.17 Modification and withdrawal of tenders

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

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

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

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

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

2.17.6 The 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.

2.18 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. on Wednesday 6th March, 2019.**” and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the 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, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the 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 securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, 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 a 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 comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The 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 2.22.4 and in the technical specifications:
- a) Operational plan proposed in the tender;
 - b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

The 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.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the 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 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the 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.

b) Award Criteria

2.24.4 Subject to paragraph 2.22 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.

2.24.5 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 tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the **performance security** pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the 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.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 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.

2.28.2 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;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

SECTION III

- GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "The contract" means the agreement entered into between the 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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

- 3.4.1 The tenderer 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.

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the 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.
- 3.5.4 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

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

3.7 Payment

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

3.8 Prices

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

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

3.10 Termination for Default

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

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

3.10.2 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

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

3.12 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 entity 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 on agreed amount for partially completed services.

3.13 Resolution of disputes

3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

3.17.1 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 E-mail and confirmed in writing to the other party's address specified in the SCC

3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract	Special conditions of contract
3.7	Specify method Payments. Payments shall be made at the end of every 2 weeks upon receipt of Invoice(s) or as agreed.
3.5	Specify performance security if applicable: 1% Of Contract Sum
3.5.3	Specify method and conditions of performance; A BANK GUARANTEE OR SUCH INSURANCE GUARANTEE APPROVED BY THE PPRA. FORFEITURE ON NON PERFORMAMNCE
3.9	Specify price adjustments Allowed; N/A
3.13	Specify resolution of disputes: Negotiation, Arbitration. Disputes to be settled as per the Arbitration Laws of Kenya
3.17	Specify applicable law: Kenyan Law

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Firms Offering Cleaning Services Registered in Kenya. The tender is reserved for special groups.
2.9	Price to be charged for tender documents. the tender document shall be downloaded free of charge from www.nacc.or.ke or www.tenders.go.ke
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements
2.12.1	Particulars of tender security if applicable. Tender Securing Declaration in the format provided
2.12.3	Form of Tender Security: Tender Securing Declaration in the format provided
2.13	Validity of Tenders 120 days after date of Tender Opening.
2.14	Copies of Tender Documents to be Submitted: One original copy, One Copy and One Soft Copy (pdf) in CD or related version.
2.15.1 & 2.16.1	<p>Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at NACC’s Offices on Landmark Plaza 9th floor, , Nairobi and be addressed to:</p> <p style="padding-left: 40px;">The Chief Executive Officer, National AIDS Control Council P.O.BOX 61307-00200 NAIROBI, KENYA Located at Landmark Plaza 9th Floor, Opposite The Nairobi Hospital</p> <p>Marked Tender No. NACC/T/012/2018/2019 and Tender name: Provision of Cleaning and Fumigation Services at the National AIDS Control Council Offices</p>
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the Procurement Unit.

2.22	Evaluation and comparison of Tenders: The evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.
2.24	Particulars of post – qualification if applicable. NACC may inspect the premises and confirm details or consult your previous or current client
	The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be Included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.
2.24.4	Award Criteria: <i>Award will be made to the lowest evaluated bidder. The contract will be for a period of two years subject to annual Satisfactory Performance review.</i>
2.27	Particulars of performance security, 1 % of contract sum

Other's as necessary	<p>Complete as necessary.</p> <p>Negotiations may be held with the tenderer with the lowest evaluated bidder, and upon successful negotiations will be awarded the contract. if negotiations fail with the lowest evaluated bidder, the bidder with the second lowest evaluated bidder will be invited by the NACC for negotiations, and upon successful negotiations, be awarded the tender.</p> <p>Prior to the signing of the contract the successful bidder will be required to submit/agree with the procuring entity on the following :-</p> <ul style="list-style-type: none"> • Evidence of Workers' Injury Benefit (WIBA) Insurance Policy • Police Clearance Certificates for all staff that will be deployed to work at all premises of the procuring entity. • Agree with the Contract Manager on a Performance Monitoring tool.
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SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

TECHNICAL SPECIFICATIONS

SPECIFICATIONS AND SCOPE OF CLEANING WORKS

The objective of the specifications is to provide sufficient information to enable the Tenderer prepare their tenders accurately, especially the Price Schedules, for which a form is prepared.

TERMS OF REFERENCE FOR CLEANING SERVICES PROVISION AND STANDARD OF SERVICE

NACC requires effective provision of cleaning services by six (6) cleaners for its office premises covering **24,480 square feet** on 6th, 8th and 9th floors of Landmark Plaza.

The Contractor shall provide services of acceptable standards as set by NACC in the performance of this Agreement and unacceptable performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of NACC.

If at any time during the performance of this Agreement the Contractor encounters conditions affecting timely provision of services, the Contractor shall immediately and without any delay notify NACC in writing of the condition, its cause and duration and possible solution

The Contractor shall provide a work plan containing daily checklist and cleaning schedules which will form part of evaluation. Thorough supervision and adhere to the check list is highly expected from the supervisor in charge.

Quarterly meetings shall be held with the contractor to evaluate periodic performance of the cleaning.

Deliverables

The scope of the Contract shall include:

- ☐☐ Windows – internal and external
- ☐☐ Entrance, reception area, common/path areas and general office space.

SECTION VI DESCRIPTION OF SERVICES Notes for

preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

SECTION VI – DESCRIPTION OF SERVICES

STAFF IDENTIFICATION AND PROTECTIVE WEAR

The contractor shall provide branded uniforms and name tags which shall be worn all the time and protective gear as shall be appropriate. The brand name/label **MUST** be conspicuously displayed on the uniforms for easy identification.

The contractor shall provide a list of its staff and the copies of their National Identity Cards and updated Certificates of Good Conduct .Where there are changes in staffing, NACC should be notified prior to deployment of the new staff.

CLEANING SERVICES METHODS

STRIPPING

Stripping means carrying out the following tasks on floors and walls of offices, conference/meeting rooms, washrooms, stairways, corridors, reception areas and other areas within the facilities and or as directed by the NACC representative.

Put warning signs when cleaning and remove after cleaning (Supplier to provide).

- (b) Staff must be in protective gear such as gloves, gumboots etc.
- (c) Open all windows in the room
- (d) Cleaning of light fixtures with a damp cloth to remove dust and stains
- (e) Wiping and cleaning of all curtain boxes with a wet cloth and water and drying them
- (f) Cleaning of all wooden partitions with a wooden cleaner and polishing it with a wood polish
- (g) Cleaning of all window grills, window panes and windows frames with a window cleaner
- (h) Cleaning of walls to remove stains
- (i) Move the furniture from the rooms to allow cleaning
- (j) Clean the furniture with furniture polish before returning to the room
- (k) Sweep the floor to remove all litter and dust on the floor
- (l) Remove any visible stain on the floor
- (m) Soak the floor with a mixture of water and super stripper
- (n) Leave it for 10 minutes to soak
- (o) Scrub the floor with a scrubbing machine and a black pad
- (p) Use steel wool to scrub the corners, skirting and along the wall where the machine can't reach
- (q) Remove the water using a sucking machine
- (r) First rinse with clean water and remove the water using a sucking machine
- (s) Check and confirm that there are no stains on the floor, if there are, scrub again to ensure stains are removed
- (t) Rinse the floor a second time and remove the water using a sucking machine
- (u) Confirm that there are no stains and if any remove by hand scrubbing using steel wool and stripper
- (v) Clean the skirting to remove the stripper that split during cleaning

- (w) Rinse the floor the third and final time, remove the water using a sucking machine and leave it for thirty minutes to dry
- (x) Return and arrange the furniture in the room
- (y) Empty and clean the dustbins and dress the bins with a liner bag

DAILY DUTIES

- (a) Place warning signs when cleaning
- (b) Open the curtains/window blinds, windows and doors
- (c) Sweep the floor using a soft and/or feather dusters
- (d) Dust and clean all equipment (this includes computers, printers, shredders, telephones, etc) with a soft damp cloth. Ensure equipment is not damaged by water during cleaning
- (e) Wipe all furniture including tables, seats and all cables with a wood polish and damp cloth and dry them
- (f) All cables to be cleaned using super brite and steel wool, then wiped with a clean damp cloth
- (g) Mop the floor with a neutral maintainer
- (h) Remove any stubborn stain from the floor with a buffing machine and green pad
- (i) Arrange the furniture
- (j) Moving of furniture if need be
- (k) Clean all louvers and all windows
- (l) Dust and clean all wooden cabinets using a wood cleaner and polish
- (m) Dust and clean all metal cabinets using a wet damp cloth
- (n) Clean all skirting with a wet damp cloth
- (o) Clean doors and door frames along the corridors
- (p) Remove and clean cobwebs everywhere using appropriate equipment
- (q) Clean all the reception areas
- (r) Clean all leather seats using leather polish and fabric seats using appropriate detergent and method
- (s) Remove dirty from all the walls
- (t) Clean all direction signs, notice boards, with soap and a clean damp cloth
- (u) Empty, clean and dress/line dustbins

Restricted Areas

To be cleaned in the presence/supervision of a designated NACC employee.

- (a) Server Rooms
- (b) Kitchen
- (c) Registries
- (d) Cash office
- (e) Executive /CEO Office
- (f) Stores

SPECIAL INSTRUCTIONS STAFFING FOR CLEANING SERVICES

- i. Ensure a minimum of one Supervisor per Region
- ii. Ensure a minimum of one worker /caretaker per Substation
- iii. Ensure a clear reporting structure and clear communication with contact information for the supervisor
- iv. All staff should be fluent in English and Kiswahili
- v. The staff should be of high moral integrity and with the relevant testimonials e.g. Certificate of Good Conduct.

- vi. All staff should at all times be in branded uniforms - skirt/pair of trousers and blouse/shirts i.e. conspicuously labeled.

Meetings

The suppliers' meeting shall be held quarterly and attended by the Employer's Representative. Its business shall be to evaluate periodic performance of the Work.

An informal meeting between the supervisor of the contract and NACC representative shall be held when deemed necessary. Any results from this meeting shall be reflected on the monthly evaluation and performance assessment.

Communication between parties shall be effective **ONLY** when in writing

PERFORMANCE APPRAISAL

On a monthly basis the employer's representative(s) and the contractor shall on an agreed date and time conduct a comprehensive assessment/appraisal and record the findings in format as derived from the SCHEDULE OF REQUIREMENTS. Such records shall form part of performance evaluation during and at the end of the probation period, subsequent deliberations and or action.

NON PERFORMANCE PENALTY

In the event that the Contractor does not administer the contract in whole or in part, NACC **shall** procure, upon such terms and in such manner as it deems appropriate, and without reference to the contractor, services similar to those undelivered, and the contractor **shall** be liable to NACC for the actual costs incurred for such procured services. These costs shall be offset from the invoices provided by the contractor.

Nonperformance shall also include:

- a) Failure by the contractor to manage their affairs hence occasioning their staff to result to industrial action.
- b) Where the contractor fails to comply with the minimum wage as prescribed by the Ministry of Labour from time to time.
- c) Failure by the contractor to provide protective clothing to their staff as prescribed.
- d) Failure by the contractor to perform services of acceptable standards set by NACC.

For cleaning services;

- i. Number of staff to be deployed in each specific areas of service as provided in the SCHEDULE OF REQUIREMENTS i.e. deployment of staff on daily, weekly and monthly basis. This shall include their intended wage rates, which shall be in accordance with the labor law
- ii. Safe use training and hospitality Schedule
- iii. A Supervisor daily checklist
- iv. Equipment, Tools and Machines to be used to achieve intended purpose in all areas.
- v. Emergency or contingency measures in terms of staffing for any eventuality.
- vi. Type of chemicals and detergents to be used.

STAFF QUALIFICATIONS

The contract supervisor(s) on the ground **MUST** have the under listed qualifications:

- (a) At least a C- or its equivalent.
- (b) Certificates in housekeeping, knowledge in hospitality from a recognized institution.
- (c) Minimum work experience for three (3) years in supervisory position
- (d) Good communication
- (e) Managerial skills for management staff and supervisors
- (f) Certificate of Good Conduct for management and staff.
- (g) Certificates of competence in the respective areas

The contractor shall undertake basic training of his staff on Environmental Management, Occupational Safety and Health, Fire Fighting, First Aid, Handling of hazardous Chemicals and any other relevant training as prescribed by existing laws once contracted.

NACC shall verify these qualifications and those below these qualifications **shall** not be accepted.

STAFF IDENTIFICATION AND PROTECTIVE WEAR

The contractor shall provide branded uniforms and name tags which shall be worn all the time and protective gear as shall be appropriate. Uniforms refer to shirt/blouse, pair of trouser/skirt or dress, and shoes/gumboots. The brand name/label **MUST** be conspicuously displayed on the uniforms for easy identification. Braded T-shirts is optional for weekend dress down.

The contractor shall provide to NACC a list of staff and the copies of their National Identity Cards and Certificates of Good Conduct for each staff. Where there are changes in staffing NACC should be notified prior to deployment of the new staff.

PROBATION PERIOD

The contractor shall provide the services to NACC on a probationary three (3) months basis before confirmation to proceed with services upon satisfactory performance as shall be evaluated by the NACC

The contractor shall within ten (10) days upon acceptance of the Award of the contract and/or before commencement date avail the following:-

- i. Professional Indemnity Insurance Cover
- ii. Workers Injuries Benefit Policy
- iii. Organizational Environmental Safety and Health Policy
- iv. License to transport waste.
- v. Staff Certificates of Good Conduct
- vi. Work Plan
- vii. List of Chemicals, Detergents and other consumables to be used
- viii. Certified copies of CVs, certificates Good Conduct and academic qualifications of the proposed supervisors and managers for the contract.
- ix. Staff certificates as proof of competency in their respective areas
- x. Licenses to engage in cleaning, sanitation service provision

LIST OF ATTACHMENTS FOR PRELIMINARY EVALUATION (CRITERIA) - MANDATORY

The following attachments are essential for appraisal and bidder are required to ensure that they are all attached, failure to which your application shall be rejected:

S/NO	Preliminary evaluation criteria	Page reference in bidders tender	Yes or NO
1.	Cover Letter indicating Page reference numbers for documents submitted		
2.	Presentation of the entire tender document in a logical manner indicating table of content and page numbers and serialization of the entire tender document		
3.	Copy of Valid Tax Compliance Certificate from KRA		
4.	Copy of Certificate of Incorporation/Registration		
5.	Bid Securing Declaration Form duly filled and stamped		
6.	CR12 Certificate for Company		
7.	Duly, filled, signed and stamped Confidential Business Questionnaire		
8.	Duly, filled, signed and stamped Price Schedule		
9.	Duly, filled, signed and stamped Form of Tender with requisite validity period		
10.	Declaration stating that the bidder has NOT been debarred by PPRA Duly, filled, signed and stamped		
11.	Declaration statement that the bidder will not be involved in corrupt or fraudulent practices. Duly, filled, signed and stamped		
12.	Power of Attorney for firms authorizing a representative to sign the tender documents on behalf of the firm		
13.	Certified Bank Statement/Bank reference of not more than six months		
14.	Names of Bank Signatories and bank A/C details		
15.	Access to Government Procurement Opportunities (AGPO) Certificate and Certificate from National Council for persons with disabilities.(NCPWD) in case of bidders registered in PWD categories		
16.	Prices quoted must be inclusive of all applicable taxes (Quotation for Year 1 and 2 Mandatory)		
17.	A written declaration that the service provider shall comply with all labour laws and the minimum wage regulations during the entire period of the contract. Failure to meet this requirement		

	during the contract period will be a ground for cancellation of the contract. The indicators for this are <ul style="list-style-type: none"> • Payment of salaries in time- there should be no complaints from staff of delayed salaries. • NACC requesting for a tax Compliance certificates from NSSF. 		
18.	Three letter of recommendation based on contracts that you are have serviced in the last three years. In the letter the contracting manager/ organization must give a rating on your performance based on a scale of one (1) to ten (10) (one being the lowest and ten the highest). For bidders who have provided the service to NACC during the three years a recommendation/rating by NACC must be among the three.		
19.	Company Profile/Past experience/References		
20.	Duly signed SITE VISIT form/certificate by NACC		
21.	License to transport waste/Licenses to engage in cleaning, sanitation service provision		

Only bidders who meet the mandatory requirements will qualify for detailed evaluation.

DETAILED EVALUATION CRITERIA

The bid document must be properly paginated and consistent with the table of content for ease of reference during evaluation.

DETAILED EVALUATION CRITERIA

S/NO	Condition & Evaluation Criteria	Yes or No	Remarks
1	Evidence of at least 3 years of experience in provision of cleaning services (reputable organizations)		
2.	Extent of Liability (Evidence of:)		
	Valid Work injury benefits insurance (WIBA)		
	Valid Professional indemnity Insurance Cover		
	Valid Contractual liability Insurance Cover		
	Valid Public liability Insurance Cover		
	Valid Burglary Insurance Cover		
3.	Criteria of Hiring Cleaners		
	Competency of key operations and technical personnel in charge of diploma and above		
	Certificate of good conduct for cleaning staff		
	Medically fit-(Provide medical reports)		
	Age between 25-45 Years		
	Provide number of qualified staff currently employed by your firm		
4.	Evidence of training of cleaners in firefighting, first aid, customer care, PR ,Physical security environment and supervision (Provide a mechanism/indicate ability for its personnel to handle emergency response and disaster preparedness)		
5.	Provide a list of 3 current clients (reputable Organization) with recommendation letters		
6.	Organization structure to Include		
	(i) Management		
	(ii) Staff compliment		

	(iii) Branch Network		
	(iv) Code of Conduct		
7.	<p>Proof of compliance with</p> <p>a) minimum wage (Certified copy of Pay roll by ICPAK Accountant), (Attach current & duly certified letter from the local Labour Office on minimum wage.</p> <p>b) Current NHIF Compliance Certificate & evidence of remittance</p> <p>c) Current NSSF Compliance Certificate & evidence of remittance</p>		
8.	<p>Proof of at least 3 years continuous experience in cleaning with an annual turnover of at least Kshs.1,000,000.00 (Attach Audited Accounts certified by Qualified Accountant- CPA-K) supported with audited accounts certified by a certified accountant and a bank statement of six months)</p>		
9.	<p>Firm must have a physical address and copy of lease agreement from Landlord or ownership title, Utilities etc</p>		
10	<p>No of cleaning staff to be deployed directly to NACC office</p>		
11	<p>List of detergents, chemicals, other appropriate consumables related to the services to be offered. Indicate the description and trade names of each consumable</p>		
12	<p>Cleaning Equipment and accessories owned by the firm and to be directly assigned to NACC during the contract period.</p>		
13	<p>Organizational Environmental Safety and Health Policy/evidence of Safety measures including emergency or contingency measures</p>		
14	<p>Work Program / Operation Plan / Schedule of Cleaning</p>		

SECTION VII- STANDARD FORMS Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION V-SCHEDULE OF REQUIREMENTS

Services Required

A) **SERVICES**

NACC intends to contract a professional cleaning firm to provide comprehensive cleaning services as specified in the Description of Services for a contract period of one year

B) **SCHEDULE OF CLEANING**

Tentatively, the Contractor will be expected to engage in cleaning services from 6.30 a.m. in the morning to 4.00 p.m. in the evening during weekdays. General Cleaning will also be done on Saturdays as and when required between 7.00 a.m. to 1 p.m.

The actual timetable for weekly cleaning will however be agreed with the successful contractor. A roster of activities undertaken especially in the washroom should be kept.

C) **EQUIPMENT AND CLEANING MATERIAL**

The Contractor will be expected to use own equipment in providing the services and provide cleaning materials in quantities and of quality to ensure efficient and uninterrupted performance of duty.

D) **STAFF**

The Contractor will be expected to deploy a minimum of six (6) Cleaning staff and the head Office with not more than three (3) being of the same gender and one (1) staff at each regional office

E) **UNIFORM AND BADGES**

The Contractor will provide the Cleaning staff with uniform and identification badges which they will be required to put on all the times when they are working for NACC.

F) **TERMS AND CONDITIONS OF EMPLOYMENT**

Wages paid to employees to be deployed must conform to the Ministry of Labour Guidelines on Minimum wages and all other terms and conditions of employment stipulated in the labour laws. NACC will be at liberty to confirm compliance to this from whatever source.

G) **GENERAL**

Age of employees

Aged between 18 and 45 years

Vetting

The successful contractor should have thorough knowledge of employees' background and must provide certificate of good conduct before engagement

Adequate Personnel

The contractor should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.

SECTION VI - DESCRIPTION OF SERVICES

The National AIDS Control Council (NACC) occupies 6th, 8th and 9th floors of Landmark Plaza Building, Nairobi. The offices are mostly open space.

The offices are mostly open space and partitioned with glass, glazed aluminum casement and there is gypsum walling in some areas

1. Office floors on 6th and 9th floors have a mixture of carpets and floor tiles. Floors on the open working areas are occupied by workstations and corridors have tiles.
2. Offices on 8th floor are all tiled while the open working areas occupied by workstations

The three floors (6th, 8th and 9th) also each have:-

- a) conference rooms
- b) Tiled Kitchen
- c) General Washrooms (two each on 6th 8th and 9th floors)
- d) Executive Washrooms 3 on 9th Floor and 2 on 8th floor

DETAILS OF SERVICES TO BE OFFERED ARE AS FOLLOWS

1) Carpeted Areas

- Vacuum cleaning of all carpeted floors twice weekly.
- Cleaning of offices and daily cleaning of corridors, waiting room, reception and conference room daily.
- Shampooing once every month OR as need arises
- Removal of stains when necessary

2) Areas with floor tiles

- Daily sweeping and mopping using necessary detergent
- Machine scrubbing and polishing weekly

3) Washrooms

Tiled floor, urinals, & hand washing basins

a) Floors

- Daily cleaning of floors & machine scrubbing at least four times a day OR “as and when required” whichever is most appropriate for the reigning circumstances using necessary detergent and materials.
- Polishing & stripping on weekly basis
- Ensure that floors are always dry

- b) Sinks, toilet bowls, & seat bidets:
- Scrubbing with brush twice daily using necessary detergent and materials
 - Disinfecting twice daily including all hand touch facilities
 - Flush all soap dispensing units once weekly
 - Cisterns to be cleaned once a month with due care
 - Door handles, push plates (main doors/cubicles) to be cleaned daily and disinfected twice weekly
 - Any System failure causing leakage/spillage of water in any of the areas to be reported to the caretaker immediately

c) Toiletries for 5No Executive Washrooms

- Daily supply of hand washing soap as and when required.
- Supply of approximately 12 **Rolls of Premium brand white toilet tissue paper** (Premium brand Sheet Size 10 x 12.5 cm) **per week** to be distributed as directed within Nairobi,
Monthly supply will therefore be approximately **60 Rolls**.
- Supply of a **carton** of Toilet Seat Covers. A carton contains 20 packets each with 250 sheets. Approximated Monthly supply is therefore 5000 sheets. The Toilet Seat covers will have to fit in the toilet seat cover dispensers already installed.

Payment for tissue paper and Toilet Seat covers will be as per consumption.

4) **Reception Areas**

- Daily sweeping and mopping as and when required using necessary detergent and materials
- Machine Scrubbing and polishing weekly

5) **Partition walls and ceilings**

Wipe with detergent to remove all marks and stains, remove cobwebs and wipe all fire extinguishers

6) **Windows, Window Latches and Grilles**

Accessible windows are dusted once daily and cleaned weekly. Latches are cleaned daily and lubricated once monthly. Grilles dusted daily and cleaned weekly. Where external windows are cleaned, they are done once monthly or as agreed with management.

7) **Kitchen**

- Daily sweeping and mopping using necessary detergent and materials

- Scrubbing with suitable brushes
 - Stripping & polishing weekly
- 8) **Furniture –desks & tables**
- Dusting and damp wiping daily
 - Polishing of tables & desks once weekly
 - Dusting and damp wiping telephones & computers daily
 - Disinfecting telephone handset daily
- 7) **Air freshners**
- Provision of automatic Air-freshners and their dispensers and refilling them when necessary
- 10) **Emptying of waste paper baskets.**
- To be done daily
- 11) **Regular Monitoring & Evaluation**
- The successful bidder will sign a service level agreement with deliverables that will be evaluated monthly before invoicing.
- 12) Provision of adhoc manual labour as and when required to move furniture and other office equipment's within NACC facilities.

GENERAL FLOOR LAYOUT

Tenderers should visit the site to confirm details

Bidder’s Experience Requirements

Potential Service Providers are required to submit details of at least five (5 No.) organizations where they have undertaken similar services in the format given below. This is so that references may be obtained. Ensure you have provided reference letters from the organizations duly signed and stamped by the relevant officer. The reference letters must be in the organizations letterheads. In additions, the organizations (referees) to fill and stamp the form below

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	

Ensure you have provided reference letters with your performance rating for **ALL** the above organizations, duly **signed** and **stamped** by the relevant officer.

The reference letter should be on the organization’s letterhead.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. 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. **Tender Securing Declaration Form** - The tenderer shall provide the tender securing declaration in the form included.
6. **Debarment** – Self declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal
- 6 **Corruption Declaration** –The person/tenderer will declare that it will not engage in any corrupt or fraudulent practice
- 7 **Labour Laws and the minimum wage regulations** - The person/tenderer will commit to comply with labour laws and minimum wage regulations during the entire period of the contract Failure to meet this requirement during any time of the contract period will be a ground for cancellation of the contract
- 8 Self-declaration that the person/tenderer is not debarred in the matter of The Public Procurement and Asset Disposal Act 2015.
- 9 Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.

1 FORM OF TENDER

Date _____

Tender No. NACC /T/012/2018-2019

To: The Chief Executive Officer,
National AIDS Control Council
P.O.BOX 61307-00200
Nairobi, Kenya

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide *[Description of services]* in conformity with the said tender documents for the sum of ***[As per the price Schedule]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

Cleaning and Fumigation Services

(a) Year 1-----

(b) Year 2-----

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. Dated this _____ day of _____ 20 *[signature]* *[In the capacity of]* Duly authorized to sign tender for and on behalf of _____

2 PRICE SCHEDULE OF SERVICES

The service provider should indicate the cost that is necessary to meet the requirements of NACC.

The price quotation shall include all applicable taxes for purposes of the price schedule and shall adhere to item 2 below upon contract execution.

2. PRICE SCHEDULE OF SERVICES YEAR ONE

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

Item No.	ITEM DESCRIPTION	Monthly Charges (Kshs.)	Totals YEAR 1 (Kshs.)
1.	Cleaning of 6 th , 8 th and 9 th Floors at Head Office Nairobi for six (6) Days in a week		
2	Provision of fumigation services of 6 th , 8 th and 9 th Floors every quarter at the NACC HQ offices		
	TOTAL (inclusive of all applicable taxes).		

PRICE SCHEDULE OF SERVICES YEAR TWO

Item No.	ITEM DESCRIPTION	Monthly Charges (Kshs.)	Totals YEAR 2 (Kshs.)
1.	Cleaning of 6 th , 8 th and 9 th Floors at Head Office Nairobi for six (6) Days in a week		
2	Provision of fumigation services of 6 th , 8 th and 9 th Floors every quarter at the NACC HQ offices		
	TOTAL (inclusive of all applicable taxes).		

Signature and Stamp of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

3 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 certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) 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 materials and spares 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 materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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

4 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.

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

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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.																		
	<p>Part 2 (c) – Registered Company Private or Public</p> <p>State the nominal and issued capital of company Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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.																		
	<p>Date.....Signature of Candidate.....</p>																				

5. **BANK AND TAX DETAILS FORM- MANDATORY**

Provide the following bank details for electronic transfer purposes

Name of the Bidder:.....

Bank Name :.....

Bank branch name ;.....

Bank code :.....

Bank account :.....

Bank signatory(s) :.....

.....

PIN Number :.....

VAT Number :.....

CURRENT KRA TCC REF. NO.....

Signed/ date.....

6. TENDER SECURING DECLARATION FORM

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

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

To: [insert complete name of Client]

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a BidSecuring Declaration.
2. I accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of 2years starting on [insert date], if I am in breach of my obligation(s) under the bid conditions, because I –
 - (a) have withdrawn my Bid during the period of bid validity specified in the Information to Consultants; or
 - (b) having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or
3. I understand that this Bid Securing Declaration shall expire if I am not the Successful Bidder, upon the earlier of:
 - (i) My receipt of a copy of your notification of the name of the successful Bidder; or
 - (ii) Thirty days after the expiration of validity of my Tender.

Signed: [insert signature of the consultant)

Dated on day of, [insert date of signing]

7. SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

8. UNDERTAKING TO COMPLY WITH LABOUR LAWS AND WAGE REGULATION GUIDELINES.

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

THAT we shall comply with all labour laws and the minimum wage regulations during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract. The key indicators on compliance for this are

- Payment of salaries in time- there should be no complaints from your staff of delayed salaries.
- Procuring entity may make Impromptu request for a tac Compliance certificates from KRA and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a Compliance certificates from NSSF and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a for Compliance certificate from NHIF and the same shall be submitted within seven days.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

9. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp