

AGRICULTURE AND FOOD AUTHORITY

PROVISION OF THREE YEARS CONTRACT FOR CLEANING, SANITARY AND GARBAGE COLLECTION SERVICES

TENDER NO: AFA/T/04/2019-2020

The Interim Director General
Agriculture and Food Authority
Tea House, Naivasha Road, off Ngong Road
P. O. Box 37962- 00100
NAIROBI

Tel: (+254 2) 3872421/3872497/3874445/6

Cell: (+254) 734 - 600994

(+254) 722 - 200556

Website: www.afa.go.ke

Official email: info@afa.go.ke

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SECTION I: INVITATION TO TENDER

Agriculture and Food Authority hereby invites from interested eligible bidders for the following tender: -

No	REFERENCE	DESCRIPTION	ELIGIBILITY	CLOSING	
				DATE	TIME
1	AFA/T/04/209- 2020	Provision of Cleaning, Sanitary, Garbage Collection and Gardening	Reserved for Youth, Women and Persons with Disability owned	TUESDAY 10 th JUNE 2020	11.30 A.M
			Enterprises		

Tender document with detailed information may be viewed and down loaded from www.afa.go.ke and PPIP Suppliers Portal free of charge.

Duly completed Tender documents in plain sealed envelopes clearly marked the Tender Number and Name and addressed to:

The Interim Director General
Agriculture and Food Authority
Tea House, Naivasha Road, off Ngong Road
P. O. Box 37962 - 00100
NAIROBI

Or deposited in the Tender box located at the reception of the Tea House so as to be received on or before **10**th **June2020 Late Tenders will be rejected.**

Tenders will be opened a day after closing date 11th June 2020 same time to allow quarantine of the documents and appropriate sanitization to reduce spread of COVID 19.

To limit the number of bidders/representatives who wish to witness the opening ceremony the tenders will be opened at intervals for each category at the Agriculture and Food Authority Headquarters Tea House Conference Room Ground floor.

For further inquiries, please call: 254 20 3872421/ 3872497/ 387445/6

Cell: 254 722 200556 or 254 734 600994

INTERIM DIRECTOR GENERAL

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 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.

- 2.3.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Authority Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization Form
 - (xiii) Confidential Business Questionnaire
- 2.4.2 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.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of 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 prospective tenderers that have received the tender document.

2.5.2 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.

2.6 Amendment of Documents

- 2.6.1 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 amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 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.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
 - (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) Tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1Pursuant 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 its tender is accepted.
- 2.12.2The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for

workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 2 per cent of the tender price.
- 2.14.3 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 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a Authority guarantee or a Authority draft issued by a reputable Authority located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 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 prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 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 2.27 or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the 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.
- 2.15.2 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 2.14 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.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un amended printed literature, shall be initialled by the person or persons signing the tender.
- 2.16.3 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 initialled by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL"** and "**COPY."** The envelopes shall then be sealed in an outer envelope.

- 2.17.2 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 for Tenders and the words, "DO NOT OPEN BEFORE," (10th, June 2020 11.30 a.m.
- 2.17.3 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".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (<u>day, date and time of closing</u>).
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 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.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 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.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (<u>time, day and date of closing</u>) and in the location specified in the Invitation to Tender.
 - The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 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.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 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 of the tender shall be sought, offered, or permitted.
- 2.21.2 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.

2.22 Preliminary Examination

2.22.1 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.

- 2.22.2 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 quantify, 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
- 2.22.3 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 effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.
- 2.22.5 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 non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Authority of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 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 Preference

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

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 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 Tenderer's tender.

2.27 Award of Contract

- (a) Post-qualification
- 2.27.1 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.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 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
- 2.27.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

- (c) Procuring entity's Right to Vary quantities
- 2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions
- (d) Procuring entity's Right to Accept or Reject Any or All Tenders
- 2.27.6 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

2.28 Notification of Award

- 2.28.1 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.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 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.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

- 2.30.1 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.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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 Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 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.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 Tenders reference	Particulars of Appendix to Instructions to Tenders
2.1.1	The eligible tenderers are firms dealing in provision of Cleaning, sanitary services and garbage collection services. The contract period will be Three Years. The second and third year renewal of contract shall depend on satisfactory performance in the first year by the supplier and as shall be agreed upon by both parties.
2.3.2	The tender document will be free when down loaded from the website
2.11.1	All Prices to be quoted in Kenya Shillings.
2.15.1	Tender shall remain valid for 120 days after the date of tender opening.
2.16.1	Only one " ORIGINAL TENDER DOCUMENT " will be submitted. Submission of more copies does not lead to disqualification.
2.17.2(b)	The outer envelopes shall bear the tender number and address in the Invitation to Tender and the words "DO NOT OPEN BEFORE 10th June, 2020 at 11:30am
2.18.1	Tenders to be received not later than 10th June, 2020 at 11:30 a.m.
2.20.1	The place of opening is as indicated in the letter of invitation to Tender.
2.30.1	No Performance security shall be required

EVALUATION CRITERIA

The received tenders will be evaluated in three stages as detailed below:

Stage 1: Compliance with Mandatory Requirements

Stage 2. Technical Evaluation

Stage 3: The Financial Evaluation

Stage 1: Mandatory Requirements

The following Mandatory Requirements must be met notwithstanding other requirements in the document:

No	Requirements	Indicate the page number to find the Attachments
MR 1	Provide a copy of the company's Certificate of Incorporation/ Registration	
MR 2	Provide copy of the company's current Tax Compliance issued by Kenya Revenue Authority (KRA) valid up-to at least the date of tender opening	
MR 3	Submit a copy of company CR12 or CR13 issued by registrar of companies	
MR 4	Submit a valid business permit issued by the County Government	
MR 5	Provide a fully filled form of tender in the format provided	
MR 6	Submit a fully filled price schedule in the format provided	
MR 7	Provide a fully filled Confidential Business Questionnaire as provided in the Tender Document	
MR 8	Tenderers must submit a fully filled tender security as per the tender securing declaration form	
MR 9	Must submit Current Compliance Certificate from National Hospital Insurance Fund (NHIF).	
MR 10	Must submit Current Compliance Certificate from National Social Security Fund (NSSF)	
MR 11	Copies of audited financial statements incorporating balance sheet (statements of financial position), profit and loss accounts (statements of comprehensive income), and cash flow statements for any consecutive two years of the last three years (2019, 2018, 2017) prepared in accordance with International Financial Reporting Standards and incorporating audit opinions issued in accordance with ICPAK regulations.	

MR 12	Must submit a valid Access to Government Procurement Opportunities (AGPO) Certificate	
MR 13	Must fill the Anti-corruption form in the format provided	
MR 14	Must fill the Debarment form in the format provided	
MR 15	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 • Payment of salaries in time- there should be no complaints from your staff of delayed salaries. • Compliance certificates from KRA, NSSF, NHIF.	
MR 16	Make a Mandatory site visit to the locations specified in the tender document and sign a site visit form provided in the tender document at each location.	
MR 17	Completed tender document serialized/ paginated from the first to the last page.	

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

Stage 2: Technical Evaluation

	Evaluation Attribute	Weighting Score	Max Score %	Indicate the page number where this evidence can be located.
T1	Evidence of experience in similar assignments with a value of at least Kshs.10M per year demonstrated by LPOs, LSOs or contracts in the last five years.	KShs.10m per year scores (Kshs.10M & above - 5 marks		
T2	Number of years in business of cleaning	5 years and above 5% others prorated as follows: Number of years' x 5 5	5	
ТЗ	Personnel to handle the task including the following i) Supervisory staff ii) Professional staff (Attach Academic/ Professional certificates & CVs) The regional offices space is small and the workload is not much compared to our main offices in Nairobi the cleaning staff deployed to the regional offices will therefore be expected to undertake the following assignments: - • Prepare and serve 10 O'clock tea • Collecting and cleaning crockery for serving tea They will therefore expected to have food handlers medical	 Supervisory staff i) At least 4 staff (2 marks) ii) With relevant qualifications (2 marks) iii) At least 3 years' experience (1 marks) Professional staff i) At least 4 staff (2 marks) ii) With relevant qualifications (2 marks) iii) At least 3 years' experience iv) (1 marks) v) At least 4 staff with food handling certificates (4Marks) 		

T4	Relevant Tools and Equipment List of equipment you own for this assignment e.g. Hoovers/ vacuum cleaners, scrubbing machines, sucker etc (attach ownership evidence, if leased attach valid lease agreement), gloves, WHO recommended face masks, staff uniforms	Others prorated at 1 mark per Equipment	5
	List of detergents/ chemicals to be used for cleaning floors and other surfaces and hand washing and air fresheners		5
T5	Physical Facilities: Provide details of physical address and contacts — attach evidence	Details of physical address contacts with copy of either lease document or latest utility bills	
Т6	Evidence of adherence to minimum wages in compliance with government guidelines on payment of wages (Attach latest two months' pay payroll)	– 10 marks	10
T7	· · ·	Evidence of both or more policies – 10 marks	10
	i) Professional Indemnityii) Workman InjuriesBenefit(WIBA)	One policy – 5 marks No evidence or no policy will earn zero marks	
T8	ii) Average annual turnover for the last two years	Turnover of Kshs.20M -5 marks • below Kshs.20M -2.5 marks	5
Т9	Show staff establishment in form of an organization structure	Absence of demonstration of well described organization structure will earn 0 marks	

	Submit a Sample		15
T10		Bidders to avail various samples up	
	cleaning services for the	to a maximum of 5 samples (each	
	different cleaning		
	sites/Disposal	To be evaluated on the quality	
		through demonstration of	
		measurable items that will help in	
		simplifying the management and	
		supervision of the cleaning	
		services	
			100

Bidders scoring a total of **75%** and above at the technical evaluation stage will proceed to the final stage of financial evaluation.

Stage 3: Financial Evaluation

Bidder scoring a total of 75% and above in stage two will be subjected to financial evaluation. The award will be to the lowest evaluated bidder.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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 Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
 - (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

- 3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, 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 tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 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 Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 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.
- 3.7.3 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 Authority guarantee or an irrevocable letter of credit issued by a reputable Authority located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason

- of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

3.14.1 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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

- 3.16.1 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 deliver any or all of the goods 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
- 3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer 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.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.1 (b)	The contract price will be in Kenya Shillings
3.1 (d)	The procuring entity is Agriculture and Food Authority
3.7	No performance security shall be required for this tender
3.10	Delivery of the services shall be made by the bidder at sites designated in the Contract for AFA. Upon delivery of the services, the bidder shall notify the Authority and forward the following documents (i) Copies of the supplier invoice showing services rendered listing all the Motor vehicles and the consumption of each and total amount
3.12	The method and conditions of payment to the bidder under this contract shall be as follows: (i) payment for the Goods/services shall be made in Kenya shillings upon certified deliveries (ii) there shall be no advance payment under this contract (iii) Payment will be made by the Authority within thirty (30) days after submission of an invoice and a statement or claim by the bidder.
3.13.1	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Authority
3.18	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to a court of law
3.19	The laws of Kenya shall apply

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES FIRST (1) YEAR

Item No.	Item Description	Unit of billing	Rate Per Month / quarterly (Kshs.)	Total Cost Per Year (Rate per month * 12) in KShs.	Total Cost for Three Years in KShs.
1.	Quarterly Cleaning Services- Carpeted Area	quarterly			
2.	Cleaning Services- Wet area	Monthly			
3.	Waste Management and Recycling	Monthly			
4.	Provision of Sanitary services	Monthly			
5.	Garden Services inclusive of cleaning parking area for AFAHQ, Sugar Directorate, HCD, Fibre and Nakuru	Monthly			
	Sub Tota above	l for 1 -	5		
Add VAT of 14 %					
	Grand to	tal for thre	e		

Signature of tenderer	
Stamp	

SCHEDULE OF REQUIREMENTS AND PRICES SECOND (2) YEAR

Item No.	Item Description	Unit of billing	Rate Per Month / quarterly (Kshs.)	Total Cost Per Year (Rate per month * 12) in KShs.	Total Cost for Three Years in KShs.	
1.	Quarterly Cleaning Services- Carpeted Area	quarterly				
2.	Cleaning Services- Wet area	Monthly				
3.	Waste Management and Recycling	Monthly				
4.	Provision of Sanitary services	Monthly				
5.	Garden Services inclusive of cleaning parking area for AFAHQ, Sugar Directorate, HCD, Fibre and Nakuru	Monthly				
	Sub Total for 1 - 5 above					
	Add VAT of 14 %					
	Grand total for three years					

Signature of tenderer	
-	
Stamp	

SCHEDULE OF REQUIREMENTS AND PRICES THIRD (3) YEAR

Item No.	Item Description	Unit of billing	Rate Per Month / quarterly (Kshs.)	Total Cost Per Year (Rate per month * 12) in KShs.	Total Cost for Three Years in KShs.
1.	Quarterly Cleaning Services- Carpeted Area	quarterly			
2.	Cleaning Services- Wet area	Monthly			
3.	Waste Management and Recycling	Monthly			
4.	Provision of Sanitary services	Monthly			
5.	Garden Services inclusive of cleaning parking area for AFAHQ, Sugar Directorate, HCD, Fibre and Nakuru	Monthly			
	Sub Total for 1 - 5 above				
	Add VAT of 14 %				
	Grand total for three years				

Signature of tenderer	
Stamp	

SECTION VI: TECHNICAL SPECIFICATIONS

1.0 Introduction

The Agriculture and Food Authority (AFA) is a State Corporation established through an Act of Parliament, the AFA Act of 2013. The Act consolidates the laws on the regulation and promotion of agriculture and makes provision for the respective roles of the national and county governments in agriculture and related matters, in line with the provisions of the Fourth Schedule of the Constitution of Kenya.

AFA is the successor of former regulatory institutions under the Ministry of Agriculture that were merged into Directorates under the Authority. These institutions are: Coffee Board of Kenya, Kenya Sugar Board, Tea Board of Kenya, Pyrethrum Board of Kenya, Sisal Board of Kenya, Cotton Development Authority, Kenya Coconut Development Authority, Horticultural Crops Development Authority, and Coffee Development Authority.

2.0 Background

Before the merger, the various Directorates had various methods by which they were undertaking cleaning services. In order to create a corporate image, the Authority contracted the services of cleaning services from 3rd April 2017 to 30th June 2018 or any other period agreed by the party.

3.0 Justification

Cleanliness defines an organization's refinement. A clean life indicates discipline and a strong mind it is not restricted to humans, but also the environment and work place. Cleaning brings in people some sense of respectability and moral superiority. It plays an important role in establishing values of culture, in respect to cultural imperialism and social class. Maintaining a clean environment is for the health of humans, as their health completely depends on the atmosphere. A bad environment is solely responsible for spoiling the health of the people around.

Today, there are many companies that offer professional cleaning services. These services take contracts and employ people for specific responsibilities and offer cleaning services at affordable costs.

These cleaning services use modern technologies and perform the task in much less time and more efficiently. Commercial cleaning providers are available almost everywhere. The janitorial services have all types of resources, along with experienced and skilled staff. Commercial cleaning services target different business services, plans accordingly, and provides them with all the answers to the environment related problems.

It is a known fact that the first impressions in any organization counts, its cleanliness will impact on the image that they form in their mind. The Authority should be dressed for

success, the importance of high standards of daily office cleaning cannot be underestimated, nor can the impact that your offices have on all that use them.

It's a well-known fact that people work best in a clean and tidy environment. A clean office also influences office staff recruitment and retention. This can be equally true for customer retention. This is why employing a daily office cleaning company makes bottom-line economic sense.

4.0 Scope of Work

The scope of work covers the entire Agriculture and Food Authority including all the Directorates and regional offices.

The identified services provider will be expected to provide cleaning services of high industry standards using environmentally friendly cleaning products and supplies, for AFA offices and directorates consisting of

- Carpeted area
- Non carpeted area
- Garbage collection
- Sanitary services
- Gardening services

5.0 Expected Deliverables

The Service provider will be fully responsible for all work and services performed by its staff. Provide and execute everything necessary for the services in accordance with industry standards and norms in terms of the prevailing sectorial determination, and industry acceptable training levels, and any other relevant regulations, including, but not necessarily limited to:-

- 1) The provision of all the Service Providers' equipment, qualified, competent and welltrained personnel and supervision thereof, required for the servicing of the cleaning contract.
- 2) The service provider shall at all times ensure that all staff is neatly clothed in uniforms (with the company logo) with necessary protective equipment which shall include but not limited to headgear, shoes and hand gloves.
- 3) All areas of the office to be kept clean at all times and in all areas.
- 4) Daily cleaning of office space, meeting rooms and all other areas
- 5) Ensuring cleanliness of all furniture and equipment which will include but are not limited to desks, computers, telephone sets, photocopiers and shredders, inside the offices at all times.
- 6) Daily cleaning of Kitchenette and the equipment therein
- 7) Daily cleaning of the bathrooms and the fixtures

- 8) Windows to be cleaned on a weekly basis
- 9) Remove rubbish, dirt, stains, cobwebs or spills or foreign objects
- 10) Ensure that all areas are free from any foul or unpleasant odours;
- 11) Ensure that all polished or smooth surfaces retain their shinning gloss;
- 12) Provide all toilet accessories including high quality white tissue paper, hand wash soap, disinfectants and air freshener
- 13) Collect and dispose all rubbish, dirt, waste materials or refuse from the building, segregate and place in designated bins/skip
- 14) Fumigate the building once every month and whenever the need arises;
- 15) Check the working conditions of drainpipes, main sanitary apparatus, water pipes and make any report every month and whenever need arises to the AFA administration regarding any faults for rectification
- 16) Thoroughly scrub and polish floors once a week and whenever the need arises
- 17) Wipe, dust and/or clean with wet cloth all the desk tops, work stations, computer surfaces, shelves
- 18) Maintenance of AFA grounds and compound, slashing, tending to the flowers as per the service description
- 19) Any other duties described in the detailed description of cleaning service

6.0. Premises

All applying parties may make a visit to assess our premises prior to submitting an offer.

7.0. Supplies and Equipment

The firm will provide all equipment, as well as environmentally friendly cleaning supplies required for carrying out the work in regards to the provision of detergents and disinfectants for daily cleaning and make provision for in depth quarterly cleaning.

8.0 Indemnity

The Service Provider shall indemnify AFA against any claim for compensation in terms of Workmen's Compensation legislation for any loss which the Service Provider is liable; and any claim by any employee of the Service Provider for any loss or damage resulting from any bodily injury and/or damage to property caused by cleaning staff.

9.0 Implementation

The contract period will run from 1st July 2020 to 30th June 2024 subject to satisfactory annual performance reviews

	PROVISION OF CLEANING AND GARDENING SERVICES AT;	APPROX AREA IN SQ FT	
1.	AFFA HQ	12,999 SQ FT	
2	Tea Directorate Nairobi	7,401.45 SQ FT	
3.	Horticultural Crops Directorate - Mazao Road JKIA	26, 443.9 SQ FT	
4.	Horticultural Crops Directorate-Kibwezi	555m ²	
5.	Horticultural Crops Directorate-Limuru	706m ²	
6.	Horticultural Crops Directorate-Yata	555m ²	
7.	Horticultural Crops Directorate-Sagana	706m ²	
8.	Horticultural Crops Directorate-Mwea	706m ²	
9.	Horticultural Crops Directorate-Nkubu	555m ²	
10.	Coffee directorate – Coffee Plaza off Haile Selassie	33,600 SQ FT	
11.	Sugar Directorate- of Waiyaki Way Nairobi	24,391 SQ FT	
12.	Regional Office – Kisumu	2,600 SQ FT	
13.	Sugar Directorate – Kakamega	1,870.3 SQ FT	
14.	Nuts and Oil Crops Directorate – Mombasa	6,391 SQ FT	
15.	Fibre Crops Directorate – Mombasa	15,120 SQ FT	
16.	Fibre Crops Directorate – Nairobi, Riverside	8,361	
17.	Fibre Crops Directorate-Cotton Laboratory KALRO Kabete	120 SQ FT	
18.	Kitale Regional office	908 SQ FT	

19.	Meru	450 SQ FT
20.	Eldoret	702 SQ FT
21	Nakuru	702 SQ FT
22	Embu	450 SQ FT
23	Kabarnet	410 sq ft
24	Kitui	499.5 SQ FT
25	Machakos	938 SQ FT
26	Maua	417.3 SQ FT
27	Nyeri	528 SQ FT

Tenderers will be expected to provide adequate staff to undertake the services as described hereunder.

No.	Item Description	Service Description	Frequency
1	Washrooms at AFA Offices	 Cleaning monitor cards to be duly completed for evaluation daily Cleaning walls and windows Clean and wipe bowls and sinks with detergent and soft pad Disinfect bowls, sinks, door handles, taps and soap dispenser Clean mirrors and dry them with yellow duster Scrub the floor with multi-purpose and soft pad and dry them with mop Provide and ensure at all times there are at least five three-quarter size urinal balls Ensure at all times toiletries are replenished- 	Major cleaning done Every 2hrs from 6.00am up to 4.00pm

		tissue paper, sanitizers, soaps, air fresheners etc.	
2	Corridors, Staircases, lifts, Utility rooms, kitchens and offices.	 Floor cleaning, including sweeping, dusting, moping, buffing, scrubbing Washing walls and panels to remove dirt/stains Cleaning windows. Using towel to disinfect the bowls, sink, door, handles, taps, and soap dispenser using Clean the mirrors and dry with a yellow duster Scrub the floor (tiles) with multipurpose and soft pad and then use a mop and mop bucket to dry the floor. 	Daily before 8. 00 am and spot cleaning within the day to ensure the areas are kept clean
3	Basement and ground floor Car Park	 Washing and sweeping, car park. Moping and dusting wall around the car park Sweeping, dusting, moping, buffing, scrubbing the stair case landings around the car park and the stairs to basement floor Cleaning the safety signs to ensure they are legible and visible Cleaning the garbage disposal room Provision of NEMA authorized garbage collection bags for all properties Collection and disposal of all a Once week 	Daily before 10.00am
4	Offices	 Floor cleaning, including Sweeping, dusting, moping, buffing, scrubbing Washing windows & louvers. Washing walls, skirting. Dry and damp dusting of all types of furniture and fittings (cabinets). 	Daily before 8.00am

		 Emptying of refuse bins and removal of office waste twice daily Washing of wastepaper baskets once a week Washing of curtains and deep shampooing of carpets on quarterly basis Washing of office chairs once a year Cleaning desks and equipment of the desks 	
5	Offices, Furniture & Fittings and Desk equipment	 Floor cleaning, including sweeping, dusting, moping, buffing, scrubbing Washing windows & louvers. Cleaning desks and equipment of the desks 	Daily before 8.00am
6	Corridors, stair railings, door knobs, lifts & lift buttons	 Floor Cleaning, scrubbing and sanitizing all the surfaces, mirrors 	Daily by 10.00am
7	Sanitary services	To be changed once a month or twice as directed for Mombasa	Once a month or twice (for Mombasa)
8	Waste Management at all the properties	 Disposal of waste, plastic, glass, cans, paper Emptying Waste bins and cans from the offices Collection and disposal of waste out of the premises to designated areas approved by the Nairobi City 	Daily before 8.00 am Once a week

FINANCIAL EVALUATION

The minimum wage guidelines as stipulated in the prevailing gazette notice(s) must be reflected in the financial bids. Non-complying financial rates will result to disqualification in the financial evaluation.

Please indicate unit rates i.e. cost of each (one), Cost of that unit per month assuming all the months have 30 days and the annual cost

POST QUALIFICATION

AFA will carry out due diligence on the qualifying firms to confirm information provided and also to verify the capacity of the recommended firm for the tender before contract signing.

PRICE SCHEDULE

LOT No.	CLEANING.	Estimated Area(Squ are feet)	Type of Floor –Area (Square feet)	Rate per Square Feet	Rate Per Month (Kshs) Inc VAT	Total cost (Kshs) Inc VAT
LOT 1	AFA HQ Naivasha Road, Nairobi	12,999	Carpet 4,014			
			Wet Area 8,985			
	Tea Directorate, Naivasha Road,	7,401.45	Carpet 1,436.65			
	Nairobi		Wet Area 5,103			
	GARBAGE COLLECTION	Garbage Disposal Bins	No of times to be emptied per Week	Rate per Bin	Rate per collection per Month	Total cost (Kshs) Inc VAT
	AFA HQ Naivasha Road, Nairobi/ Tea Directorate, Naivasha Road, Nairobi	1	1			
	SANITARY SERVICES	No of Bins	No of times to be Changed per Month	Rate per Bin per collection	Rate Per Bin per Month	Total cost (Kshs) Inc VAT
	AFA HQ Naivasha Road, Nairobi/ Tea Directorate, Naivasha Road, Nairobi	35	1			
	Sub-Total Cleaning/Garbage /Sanitary Services Lot 1	-				

Nuts and Oil Crops Directorate Mombasa	6,391	Carpet 1882.95			
Wombasa		Wet - 4508.05			
Fibre Crops Directorate – Mombasa	15,120	Wet Area- 15,120			
GARBAGE COLLECTION	Garbage Disposal Bins	No of times to emptied per Week	Rate per Collection per Bin	Rate per Collection per Month	Total cost (Kshs) Inc VAT
Fibre Crops Directorate Mombasa	1	1			
Nuts and Oil Crops Directorate Mombasa	N/A	N/A			
SANITARY SERVICES	No of Bins	No of times to be changed per Month	Rate per Collection per Bin	Rate per Collection per Month	Total cost (Kshs) inclusive VAT
Fibre Crops Directorate – Mombasa	2	2			
Nuts and Oil Crops Directorate Mombasa	2	2			
Sub-Total – Cleaning/Garbage/Sanitary Services –Lot 2					

LOT 3	HCD, Mazao Road, JKIA, Nairobi Plus all Depots Mwea/Nkubu/Sagana/Limuru /Yatta/Kibwezi	26,443.9	Carpet – 453 Wet –Offices 2,292			
			Wet- Park Houses -23,698.9			
	Coffee directorate	24,100	Carpet Area -3,500			
	Coffee Plaza off Haile Selassie Nairobi		Wet - 20,600			
	Coffee Directorate		Shampooing sofa sets			
	Maua Office	417.3	Wet area 417.3			
	Meru Office	450	Wet Area 450			
	Embu Office	450	Wet area 450			
	Machakos Office	938	Wet area 938			
	Regional Office Eldoret	702	Wet Area- 702			
	Kabarnet office	410	Wet Area - 410			
	GARBAGE COLLECTION	Garbage Disposal Bins	No of times to emptied per Week	Rate per Collection per bin	Rate per Collection per Month	Total cost (Kshs) Inc VAT

	HCD, Mazao Road, JKIA, Nairobi Plus all Depots Mwea/Nkubu/Sagana/Limuru/ Yatta/Kibwezi					
	Coffee directorate Coffee Plaza off Haile Selassie, Nairobi	2	1			
	Meru Office	1	1			
	Embu Office	1	1			
	SANITARY SERVICES	No of Bins	No of times to be changed per Month	Rate per Collection per Bin	Rate Per Bin per Month	Total cost (Kshs) Inc VAT
	HCD, Mazao Road, JKIA, Nairobi	22	1			
	Mwea/Nkubu/Sagana/Limuru/ Yatta/Kibwezi	24	1			
	Meru Office	1	1			
	Embu Office	1	1			
	Coffee directorate Coffee Plaza off Haile Selassie, Nairobi	14	1			
	Sub-Total – Cleaning/ Garbage/ Sanitary Services – lot 3					
LOT	Sugar Directorate Head Office,	23,560	Carpet Area -19,000			
4	Off Waiyaki Way Nairobi		Wet Area - 4,560			

Sugar Directorate – Kisumu	2600	Carpet Area 714			
		Wet Area -1886			
Sugar Directorate	1,865.3	Carpet Area – 1665.30			
Kakamega		Wet Area - 200			
Fibre Crops Directorate Riverside Drive Nairobi		Carpet Area -4,779			
		Wet Area 1,944			
Fibre Crops Directorate-Cotton Laboratory KALRO Kabete		Wet- tiles 2,849			
Kitale Office		Wet Area- 908			
Nakuru		Wet Area- 702			
Kitui	499.5	Wet area – 499.5			
GARBAGE COLLECTION	Garbage Disposal Bins	No of times to be emptied per Week	Rate per collection per bin	Rate per collection per month	Total cost (Kshs) Inc VAT
Sugar Directorate Head Office, Off Waiyaki Way Nairobi	1	1			
Regional Office – Kisumu	N/A				
Sugar Directorate -Kakamega	N/A				
Fibre Crops Directorate Riverside Drive Nairobi	1	1			
Eldoret Office	1	1			

Nakuru	1	1			
Fibre Crops Directorate-Cotton Laboratory KALRO Kabete	1	1			
SANITARY SERVICES	No of Bins	No of times to be Changed per Month	Rate Per bin per collection	Rate Per Bin per Month	Total cost (Inc VAT
Sugar Directorate Head Office, Off Waiyaki Way Nairobi	9	1			
Regional Office – Kisumu	1	1			
Sugar Directorate Kakamega	1	1			
Fibre Crops Directorate Riverside Drive Nairobi	2	1			
Fibre Crops Directorate-Cotton Laboratory KALRO Kabete	1	1			
Eldoret Office	1	1			
Nakuru	1	1			
Sub-Total – Cleaning/Garbage/ Sanitary Services – Lot 4					
Item Description Garde	ening	Directorate	Location	Area Size	Rate Month

· · · · · · · · · · · · · · · · · · ·	ng, flowers and parking -front		Naivasha Road	Naivasha Road	
Cutting	grass, sweeping, wer beds, parking		Sukari Plaza	Sukari Plaza	1.5 acre
Gardeni sweepir beds, pa	g, flowers and	grass, flower	Riverside Drive	Riverside Drive	0.25acres
Gardeni sweepir beds, pa	g, flowers and	grass, flower	Kabete - Labs	Kabete - Labs	10,000sq mtrs
Gardeni	ng, cutting	grass,	Nakuru	Nakuru	2ha
Gardeni	ng, cutting ng, flowers and	grass, flower	Horticultural Crops	Mazao Road	23,244sq mtrs
Gardeni sweepir beds, pa	g, flowers and	grass, flower	Horticultural Crops	Limuru	23,965sq mtrs
	ng, cutting ng, flowers and arking)	grass, flower	Horticultural Crops	Sagana	6,564sq mtrs
Gardeni sweepir beds, pa	g, flowers and	grass, flower	Horticultural Crops	Yatta	9,341sq mtrs
Gardeni sweepir beds, pa	g, flowers and	grass, flower	Horticultural Crops	Mwea	8,342sq mtrs

Gardening, cutting grass,	Horticultural Crops	Nkubu	8,532sq mtrs	
sweeping, flowers and flower				
beds, parking				
Gardening, cutting grass,	Horticultural Crops	Kibwezi	8,936sq mtrs	
sweeping, flowers and flower				
beds, parking				
Sub-Total –				
Cleaning/Garbage/				
Sanitary Services – Lot 5				
Grand TOTAL (Lot 1, 2, 3, 4 & 5) To be				
carried to the Form of Tender				

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NOOF20
BETWEEN
APPLICANT
AND
RESPONDENT (Procuring Entity)
Request for review of the decision of the (<i>Name of the Procuring Entity</i>) of
20
REQUEST FOR REVIEW
I/We,the above named Applicant(s), of address:
Physical addressFax NoTel. NoEmail, hereby request
the Public Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-
1.
2.
etc.
By this memorandum, the Applicant requests the Board for an order/orders that: -
1.
2.
etc
SIGNED(Applicant)
Dated onday of/20
FOR OFFICIAL USE ONLY
Lodged with the Secretary Public Procurement Administrative Review Board on day of
20
SIGNED
Board Secretar

SECTION VII: STANDARD FORMS

FORM OF TENDER

Date	<u>.</u>								
Ten	der No								
To: Ge	P. (RICULTURE A O. BOX 37962 nd/or Ladies:			RITY				
1.	hereby du install description accordanc amount	kamined the te ily acknowledg and) e and conform inclusive	ed, we, the contract of the co	ne undersigommission the said ter	gned Ten nder doch taxes	nderer, c (inser uments applic	offer to surt for the stable	good good um (too in	deliver, , ds/servicein tal tender words)
2.	ascertaine of this Ter We unde	d in accordance	(figures with the Tender is	S)Schedule o	o f Prices a to deliv	or such attached ver, inst	other su herewith all and c	ms as a and m	may be nade part ssion the
3.	to	nder is accepted	the Contr	ract Price fo	or the due	e perfor			-
4.	We agre of your tenderer	prescribed by A e to abide by th tender) days fro s, and it shall re ration of that pe	is Tender om the da emain bind	for a periodate fixed for	l of or tender	[numl r openir	ng of the	Instru	ctions to
5.	This Ter	nder, together whall constitute a	with your						
6.		derstand that y	ou are not	t bound to	accept th	ne lowes	t or any t	ender :	you may
		derer							
Sign Nan		ıly authorized p Capacity (C .					Tender
		imp and Seal of	,		1		0 0	uic	renuer

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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.

D (1	a 1
Part		General

Plot No,	Str	eet/Road	
		Fax Email	
Nature of Business Registration Certifica	te No		••••
Registration Certifica	te No		
	<u> </u>	dle at any one time – Kshs	
Name of your bankers	S		•••••
			•••••

	Part 2	(a) – Sole Proprietor	
	name in full		
Nation	ality	Country of Origin	
	nship details		
	Part :	2 (b) – Partnership	
Given	details of partners as follows		
Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			
	Part 2 (c)	 Registered Company 	
Private	e or Public		
State the	he nominal and issued capital of	company	
Nomin	nal Kshs.		
Issued	Kshs.		
Given	details of all directors as follows		
Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			
Date		Signature of Candidate	

TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the provision of
[name and/or description of the services]
(hereinafter called "the Tenderer")
KNOW ALL PEOPLE by these presents that WE
Ofhaving registered office at
[name of procuring entity] (hereinafter called "the Bank") are bound unto
[name of procuring entity] (hereinafter called "the procuring entity") in the sum of
for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20
THE CONDITIONS of this obligation are: 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity: (a) fails or refuses to execute the Contract Form, if required; or (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;
we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.
[signature of the bank](Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made theday of20between[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 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
in the presence of

PERFORMANCE SECURITY FORM

To Agriculture and Food Authority
WHEREAS
[name of Tenderer]
(hereinafter called "the Tenderer") has undertaken, in pursuance of Contract No [reference number of the contract] dated
[Description services] (Hereinafter called "the contract")
AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with <i>an</i> Authority guarantee by a reputable Authority for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Tenderer a guarantee:
THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of
[amount of the guarantee in words and figures],
and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
This guarantee is valid until the day of 20
Signature and seal of the Guarantors
[name of Authority or financial institution]
[address]
[date]

AUTHORITY GUARANTEE FOR ADVANCE PAYMENT FORM

To Agriculture and Food Authority

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance

payment,	menus me gene	eral conditions of	contract to pro	ovide for advan
[name and addres deposit with the F proper and faithfu amount of	s of Tenderer] Procuring entity	a Authority gua	ed "the Tendere rantee to guara	ntee its
words].				n figures and
We,				the
[Authority or fine unconditionally a as surety merely, without whatsoev to the Tenderer, i in figures and wo	nd irrevocably the payment t er right of obje n the amount n	to guarantee as o the Procuring ction on our part	primary obligatentity on its fir and without its	tor and not rst demand first claim
We further agree terms of the Cont documents which Tenderer, shall in and we hereby wa	ract to be perfo n may be mad any way release	ormed there under the between the e us from any liab	r or of any of the Procuring entite pility under this	ty and the guarantee,
This guarantee sh payment received				
Yours truly,				
Signature Guarantors	and	seal	of	the
[name of Authorit	y or financial i	nstitution]		
[address]				
[date]				

LETTER OF NOTIFICATION OF AWARD

Agriculture and Food Authority P.O Box 37962 – 00100, Nairobi.

To:		
RE: Tender No.		
Tender Nam <u>e</u>		
This is to notify that the c mentioned tender have been	below under the al	bove

- 1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
- 2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
- 3. You may contact the officer whose particulars appear below on the subject matter of this Letter of Notification of Award.

Ag. Director General

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 Bid Securing 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 2 years 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:
 - My receipt of a copy of your notification of the name of the successful (i) Bidder: or
 - (ii) Thirty days after the expiration of validity of my Tender.

Signed: [insert signature of the consultant)

	IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015. I,
	being a resident of
1.	THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of
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.

(Signature)

(Date)

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED

Bidder Official Stamp

(Title)

UNDERTAKING TO COMPLY WITH LAGUIDELINES.	BOUR LAWS ANDWAGE REGU	JLATION
I, of P. O	. Box being	a resident
of	oublic of do hereb	oy make a
THAT I am the Chief Executive/Manag	sert name of the Company) who for(insensert name of the Procuring entity	is a Bidder ert tender
 THAT we shall comply with all labour laws the entire period of the contract and unde at any time during the contract period will. The key indicators on compliance for this at elayed salaries in time-there stated delayed salaries. Procuring entity may make Improme from KRA and the same shall be subted. Procuring entity may make Improme from NSSF and the same shall be subted. Procuring entity may make Improme from NHIF and the same shall be subted. 	rstand that failure to meet this rebe a ground for cancellation of the are hould be no complaints from your request for a tac Compliance mitted within seven days. Input request for a Compliance omitted within seven days. Input request for a for Compliance open the compliance of t	equirement e contract. our staff of certificates certificates
(Title) (Signature)	(Date)

Bidder's Official Stamp

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.
I, being a resident
of
1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
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



AGRICULTURE AND FOOD AUTHORITY

SITE VISIT FORM

	DIRECTORATE	DETAILS
_		
	o certify that the named bidder vis reas as required in the tender docu	ited the station and has been shown all the ument.
_		