



## TENDER DOCUMENT

For

PROVISION OF CLEANING, SANITARY AND FUMIGATION SERVICES FOR  
OFFICE OF THE DIRECTOR OF PUBLIC PROSECUTIONS – NAIROBI REGION

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TENDER NO. ODPP/OT/02/ 2020– 2021

SUBMISSION DEADLINE –Friday 30<sup>th</sup> October, 2020 AT 11.00 A.M.

ODPP BUILDING  
RAGATI ROAD  
P.O.BOX 30701 -00100  
TEL:+254273090/2732240  
FAX:+2540022243524/2251808  
NAIROBI, KENYA  
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**SECTION I-**

**INVITATION TO TENDER**

**TABLE OF CONTENTS**

		<b>Page</b>
<b>SECTION I</b>	<b>INVITATION TO TENDER.....</b>	<b>3</b>
<b>SECTION II</b>	<b>INSTRUCTIONS TO TENDERERS.....</b>	<b>4</b>
	<b>APPENDIX TO INSTITUTIONS TO TENDER .....</b>	<b>13</b>
<b>SECTION III</b>	<b>GENERAL CONDITIONS OF CONTRACT.....</b>	<b>17</b>
<b>SECTION IV</b>	<b>SPECIAL CONDITIONS OF CONTRACT.....</b>	<b>20</b>
<b>SECTION V</b>	<b>SCHEDULE OF REQUIREMENTS.....</b>	<b>21</b>
<b>SECTION VI</b>	<b>DESCRIPTION OF SERVICES .....</b>	<b>23</b>
<b>SECTION VII</b>	<b>STANDARD FORMS.....</b>	<b>25</b>

Date: 19<sup>th</sup> October, 2020

**TENDER NO. ODPP OT/02/2020-2021 FOR PROVISION OF CLEANING, SANITARY AND FUMIGATION SERVICES FOR OFFICE OF DIRECTOR OF PUBLIC PROSECUTIONS – NAIROBI REGION**

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The Office of Director of Public Prosecutions (ODPP) invites sealed tenders from eligible candidates in the special category for the provision of provision of cleaning, sanitary and fumigation services for two years effective 1<sup>st</sup> December 2020. The contract will be subject to annual Satisfactory Performance review.

A complete set of tender document may be **viewed and downloaded free of charge from the ODPP website: [www.odpp.go.ke](http://www.odpp.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke). Tenderers who download the document should register with the ODPP through [Procurement@odpp.go.ke](mailto:Procurement@odpp.go.ke) to access any clarifications or addendum issued**

Prices quoted should be inclusive of all taxes and must be in Kenya Shillings and should remain valid for 150 days after date of tender opening. Tenders shall remain valid for 120 days from the date of opening.

The Tenderer must fill the Tender Securing Declaration Form provided, provide a self-declaration that the firm is not debarred from participating in Public Procurement and provide a self-declaration that the firm will not engage in corrupt practice.

Tenderers are invited for site visit to verify details and scope of services as scheduled here below:

**NSSF Building 19<sup>th</sup> Floor, Block 'A' on 22<sup>nd</sup> October, 2020. Contact person Mary (0710-353052).**

Completed tender documents are to be enclosed in plain sealed envelopes, marked '**TENDER NO. ODPP/OT/02/2020-2021 FOR PROVISION OF CLEANING, SANITARY AND FUMIGATION SERVICES**' and be deposited in the tender box provided at The Office of Director of Public Prosecution's (ODPP) Offices, **Ground floor, ODPP Building, along Ragati Road, Upper Hill Nairobi** addressed to:

**The Director  
Office of Director of Public Prosecutions,  
P. O. Box 30701 - 00100  
NAIROBI**

So as to be received on or before **Friday 30<sup>th</sup> October, 2020 AT 11.00 A.M.**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the Board Room, Ground floor, ODPP Building, Ragati Road, Upper Hill Nairobi.

ODPP reserves the right to accept or reject any tender and may 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.

**HEAD SCMS  
FOR: DIRECTOR PUBLIC PROSECUTIONS**

## 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 ODPP website

[www.odpp.go.ke](http://www.odpp.go.ke)

or [www.tenders.go.ke](http://www.tenders.go.ke).

### Contents of tender documents

- 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
- i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) 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.
- (b) 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;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) 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.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **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.

(c) 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" as appropriate.

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 as "ORIGINAL" 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 Friday 30<sup>th</sup> October, 2020 AT 11.00 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 **Friday 30<sup>th</sup> October, 2020 AT 11.00 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 **11.00 a.m. on Friday 30<sup>th</sup> October, 2020** 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 (7) 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.

## 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

### PROVISION OF CLEANING, SANITARY AND FUMIGATION SERVICES

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>Firms Offering Cleaning Services Registered in Kenya and is reserved for special groups.</b>
2.9	Price to be charged for tender documents. <b>the tender document shall be downloaded free of charge from <a href="http://www.odpp.go.ke">www.odpp.go.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></b>
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Please see Mandatory requirements below</b>
2.12.1	Particulars of tender security if applicable. <b>Tender Securing Declaration in the format provided</b>
2.1.2	Form of Tender Security: <b>Tender Securing Declaration in the format provided</b>
2.13	Validity of <b>Tenders 120 days after date of Tender Opening.</b>
2.14	Copies of Tender Documents to be Submitted: <b>One (1) original copy only.</b>
2.16.1	Address of Receiving Tenders: <b>Completed Tender Documents should be deposited in the tender box provided at Office of Director of Public Prosecutions (ODPP) Offices, Procurement Office located at ODPP Building along Ragati Road Upper Hill Nairobi and be addressed to :</b> <b>The Director ,</b> <b>Office of the Director of Public Prosecutions,</b> <b>P. O. Box 30701 - 00100</b>  <b>NAIROBI</b> <b>Marked Tender No.....and name</b>
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the Procurement Unit.
2.22	<b>Evaluation and comparison of Tenders:</b> The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

Instructions to tenderers	Particulars of appendix to instructions to tenderers																																			
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	MR11	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 ODPP during the three years a recommendation/rating by ODPP must be among the three.													
	MR12	The bid must cover provision of the services to the ODPP NSSF Building 19 <sup>th</sup> Floor Block 'A' Eastern and Western Wings with an approx. area of 12,903 SQ FEET													
	MR13	Must fill the Anti-corruption in the format provided													
	MR14	Must fill the Debarment in the format provided													
	<p><b>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.</b></p>														
	<p><b><i>b) Technical Scores (TS)</i></b></p> <p>This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)</p> <table border="1" data-bbox="469 1640 1456 1938"> <thead> <tr> <th data-bbox="469 1640 581 1717">No.</th> <th data-bbox="581 1640 906 1717">Evaluation Attribute</th> <th data-bbox="906 1640 1333 1717">Weighting Score</th> <th data-bbox="1333 1640 1456 1717">Max. Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="469 1717 581 1829">T.S. 1</td> <td data-bbox="581 1717 906 1829">Registration by NSSF as an employer</td> <td data-bbox="906 1717 1333 1829">Provide the certificate</td> <td data-bbox="1333 1717 1456 1829">5</td> </tr> <tr> <td data-bbox="469 1829 581 1938">T.S. 2</td> <td data-bbox="581 1829 906 1938">Registration by NHIF as an employer</td> <td data-bbox="906 1829 1333 1938">Provide the certificate</td> <td data-bbox="1333 1829 1456 1938">5</td> </tr> </tbody> </table>			No.	Evaluation Attribute	Weighting Score	Max. Score	T.S. 1	Registration by NSSF as an employer	Provide the certificate	5	T.S. 2	Registration by NHIF as an employer	Provide the certificate	5
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Instructions to tenderers	Particulars of appendix to instructions to tenderers			
	T.S. 3	Cleaning Equipment and accessories owned by the firm and to be directly assigned to ODPP during the contract period.	Provide details / list of at least five (5) equipment and accessories and explain what they will be used for.  ( 2 marks for each)	10
	T.S. 4	Physical Facilities Provide details of physical address and contacts – <b>attach evidence</b>	Details of physical address and contacts with copy of either title, lease/agreement document or latest copy of a utility bill.	10
	T.S. 5	No of Cleaning staff to be deployed directly to ODPP office	Minimum 10  (1 Marks for each)	10
	T.S. 6	Organization structure	Give structure with details of responsibilities	10
	T.S. 7	Detergents / Chemicals to be used for cleaning	Provide List	10
	T.S. 8	Work Program / Operation Plan / Schedule of Cleaning	Provide details	15
	T.S. 9	Submit a Sample checklist for cleaning services for the different cleaning sites	Offices and open working areas occupied by workstations and corridors that have a mixture of floor boards and tiles (5 Marks) Tiled Kitchen (5 Marks) Washrooms with tiled floors (5 Marks)  To be evaluated on the quality through	15

Instructions to tenderers	Particulars of appendix to instructions to tenderers			
			demonstration of a measurable items that will help in simplifying the management and supervision of the cleaning services	
	T.S. 10	NEMA license	Provide Certificates	10
	<b>TOTAL</b>			100
<p><b>Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.</b></p>				
2.24	Particulars of post – qualification if applicable. <b>ODPP may inspect the premises and confirm details</b>			
2.24.4	FINANCIAL EVALUATION			

Instructions to tenderers	Particulars of appendix to instructions to tenderers
	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:  <b><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></b>
2.27	Particulars of performance security, <b>5% of contract sum</b>
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 tenderer with the lowest evaluated bidder, the bidder with the second lowest evaluated bidder will be invited by the Office 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 Office on the following :-</p> <ul style="list-style-type: none"> <li>Evidence of Workers' Injury Benefit (WIBA) Insurance Policy</li> <li>Police Clearance Certificates for all staff that will be deployed to work at all premises of the procuring entity.</li> <li>Agree with the Contract Manager on a Performance Monitoring tool.</li> <li>Food handler's Medical certificate for staff to be deployed in the regional offices.</li> </ul>

## **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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.16 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 reference	Special conditions of contract
2.7	Specify performance security if applicable: <b>N/A</b>
	Specify method Payments. <b>Payments shall be made on quarterly basis 30 days upon receipt of Invoice(s) or as agreed.</b>
	Specify price adjustments allowed. <b>None</b>
	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
	Specify applicable law. <b>Laws of Kenya</b>
	Indicate addresses of both parties. <b>Client: The Office of the Director of Public Prosecutions NSSF Building, 19<sup>th</sup> Floor Block 'A' P. O. Box 30701-00100 Nairobi</b>
Other's as necessary	Complete as necessary

## SECTION V - SCHEDULE OF REQUIREMENTS

### 5.1 Services Required

#### A) SERVICES

ODPP 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.

#### FUMIGATION

The contractor will be expected to carry out fumigation of the offices on quarterly basis, preferably on Saturdays.

#### 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 five (5) Cleaning staff and the supervisor, with not more than three (3) being of the same gender.

#### 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 ODPP.

#### 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. ODPP will be at liberty to confirm compliance to this from whatever source.

#### G) GENERAL

##### Age of employees

Aged between 18 and 60 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 Office of the Director of Public Prosecutions – Nairobi Region Occupies 19<sup>th</sup> Floor of NSSF Building block “A”. The offices are mostly open space, partitioned with glass, glazed aluminum casement and there is block board walling in some areas

1. Office floors and corridors on both wings of 19<sup>th</sup> floor have a mixture of carpets and tile floors. Floors on the open working areas are occupied by workstations, steel and wooden cabinets.

The floor is also served by the following:-

- i) Tiled conference rooms on the Eastern wing.
- ii) Tiled Kitchen on both wings
- iii) Washrooms with tiled floors
  
- a) Gents: Each wing has four Toilets, one Urinal, three Sinks
- b) Ladies: Each wing Has four Toilets, three Sinks, and cleaners’ room.
- c) The head of Nairobi Region’s Office on 19<sup>th</sup> floor also has a Toilet with a small shower and sink
- iii) Reception and lift lobby area with tiled 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 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**

Daily supply of hand washing soap & urinal naphthalene coloured balls in the urinals as and when required.

Supply of approximately **100 Rolls of** Premium brand white toilet tissue paper (Premium brand Sheet Size 10 x 12.5 cm) **per week** to be distributed as and when, within the washroom areas.

**Monthly** supply will therefore be approximately **400 Rolls.**

***Payment for tissue paper 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) Sanitary Bins**

Provision of Automatic Foot Peddled Sanitary bins to be disposed off twice a month.

**8) Air freshners**

Provision of automatic Air-fresheners 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 ODPP facilities.**

**GENERAL FLOOR LAYOUT**

Tenderers should visit the site to confirm details

## 5.5 Bidder's Experience Requirements

Potential Service Providers are required to submit details of at least five (5 No.) organisations 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 organisations duly signed and stamped by the relevant officer. The reference letters must be in the organisations letterheads.

S/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	
4.	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail Address	
	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail Address	

Ensure you have provided reference letters 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. ODPP/ OT/02/2020-2021

To: **The Director**  
**Office of the Director of Public Prosecutions**  
**P. O. Box 30701-00100**  
**NAIROBI**

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.

(a) Cleaning and Fumigation Services .....

(b) Unit Cost of Toilet Paper .....

(c) Unit Cost of seat cover .....

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.

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 ODPP.

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**

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

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>MONTHLY CHARGES (KSHS.)</b>	<b>TOTALS FOR 24 MONTHS (KSHS.)</b>
1.	NSSF BUILDING 19 <sup>TH</sup> FLOOR BLOCK 'A' CLEANING SERVICES		
2.	Provision and disposal of Automatic Foot peddled Sanitary Bins for Ladies Toilets - 4 No.		
3.	Provision of Automatic air-fresheners and their dispensers and Refilling them (4 No.).		
4.	Provision of fumigation services every quarter in all the ODDP offices		
	<b>TOTAL (inclusive of all applicable taxes) and this shall be the tender sum to be filled in the form of tender.</b>		

**OTHER SUPPLIES**

(a) Supply of approximately **100 Rolls** of white toilet tissue paper (Premium brand 100 Sheets Blended tissue. Sheet Size 10 x 12.5 cm) **per week** to be distributed as directed.

❖ **PLEASE INDICATE THE COST OF 400 ROLLS OF TOILET TISSUE PAPER PER MONTH WHICH WILL BE USED FOR EVALUATION PURPOSES. PAYMENTS WILL HOWEVER BE MADE ON THE ACTUAL CONSUMPTION PER MONTH WHICH WILL BE CAREFULLY MONITORED**

❖ **PLEASE ALSO GIVE THE UNIT COST OF A ROLL OF TOILET PAPER IN THE TABLE BELOW AS THIS WILL ASSIST IN COMPUTING THE ACTUAL MONTHLY CONSUMPTION**

**UNIT COST OF TOILET PAPER AND SEAT COVERS**

ITEM DESCRIPTION	UNIT	UNIT COST (KSHS.)  (inclusive of all applicable taxes)
Toilet Paper White (Premium Brand 200 Sheets Blended tissue. Sheet Size 10 x 12.5 cm)	<b>Roll</b>	

Signature and Stamp of tenderer \_\_\_\_\_

**Note:**

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

Signature and Rubber Stamp of tenderer \_\_\_\_\_

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.

<p>Part 1 General</p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road .....</p> <p>Postal address ..... Tel No. ....</p> <p>Fax ..... Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>Name of your bankers .....</p> <p>Branch .....</p>
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	<p style="text-align: center;">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 style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">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. ....	.....	.....	.....
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	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">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. ....	.....	.....	.....
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4. ....	.....	.....	.....																		

Date.....Signature of Candidate.....

5 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 **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]



**6 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

**7 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

**8. 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

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