



KENYA INSTITUTE OF SPECIAL EDUCATION (KISE)

**TENDER FOR PROVISION OF CLEANING SERVICES
TENDER REF NO: KISE 01/2020-2021**

**CLOSING / OPENING DATE: FRIDAY 26TH FEBRUARY 2021
AT 11.00 AM**

Kenya Institute of Special Education (KISE),

Kasarani,

Thika Superhighway Exit 8,

Off Kasarani - Mwiki Rd

P.O Box 48413 – 00100

Nairobi

Email: info@kise.ac.ke

2021

SECTION I - INVITATION FOR TENDERS

TENDER REF. NO KISE 01/2020-2021

TENDER NAME: TENDER FOR PROVISION OF CLEANING SERVICES.

The KENYA INSTITUTE OF SPECIAL EDUCATION invites tenders from eligible service providers for the **Provision of Cleaning Services for the period commencing April 1, 2021 to March 31, 2021 renewable once based on satisfactory performance.**

The tender document can be viewed and downloaded from the websites www.kise.ac.ke and on the Public Procurement Information portal www.tenders.go.ke at no cost. Bidders who download the tender document from these websites will be required to email their detailed contact information to info@kise.ac.ke for recording/further clarification and addendum.

Completed tender documents are to be enclosed in plain sealed envelopes, marked **"TENDER NO. KISE/01/2020-2021: TENDER FOR PROVISION OF CLEANING SERVICES"** and be deposited in the tender box provided at **Kenya Institute of Special Education Offices in Kasarani, Thika Superhighway Exit 8, Off Kasarani - Mwiki Rd.** so as to be received on or before **Friday 26th February 2021.**

Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at the Graduation Dias at 11.00 AM and only one representative per bidder shall be allowed.

NOTE:

- i. Tenderer/bidders must serialize/number all the pages and copies of documents attached and indicate the documents submitted on their own attached table of contents.
- ii. All attachments shall be from the last page of this document, starting with your table of contents and all paged.
- iii. Mandatory site visit meeting shall be on **Thursday 18th February, 2020 at 10.00 am** at KISE.

**Director,
KISE.**

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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 Appendix to 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.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2. Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3. Contents of Tender Document

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

- a) Instructions to Tenderers
- b) General Conditions of Contract
- c) Special Conditions of Contract
- d) Schedule of Requirements
- e) Details of Security Services
- f) Form of Tender
- g) Price Schedules
- h) Contract Form
- i) Confidential Business Questionnaire Form
- j) Declaration Form
- k) Request for Review Form

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

2.4. Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5. Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6. Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

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

2.8. Form of Tender

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

2.9. Tender Prices

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

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 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

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

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency

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

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare and bind an original and a copy 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.

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

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

2.15. Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
 - (b) bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE FRIDAY 26TH FEBRUARY 2021 AT 11.00 AM**"
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Friday 26th February 2021 at 11.00 AM**
- 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 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit 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 tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed

confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00 AM on Friday 26th February 2021** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register that 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 of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20. Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) operational plan proposed in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

(b) (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(c) Deviation in payment schedule

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

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

2.22.5 Detailed evaluation criteria will be provided in the appendix to instruction

2.23. Contacting the Procuring entity

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

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

2.24. Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence

of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25. Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract

award shall be considered for debarment from participating in future public procurement.

2.27. Notification of Award

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

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

2.28. Signing of Contract

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

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

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

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

2.29. Corrupt or Fraudulent Practices

2.29.1 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.

2.29.2 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

2.29.3 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 for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1.1	Open to all tenderers
2.12.1	2% of Tender Price
2.15.2 (b)	Friday 26 th February 2021 at 11.00AM
2.16.1	As 2.15.2 (b) above
2.16.3	KISE Supply Chain Office
2.18.1	As 2.15.2 (b) above

Evaluation Criteria

Mandatory Requirement

- i. Copy of Certificate of Incorporation
- ii. Copy of Valid Tax Compliance Certificate from Kenya Revenue Authority
- iii. Valid AGPO Registration certificate issued by National Treasury
- iv. List of Directors
- v. Must submit a copy of NSSF compliance certificate or evidence of registration
- vi. Must submit a copy of NHIF compliance certificate or evidence of remittance of employee NHIF contribution.
- vii. Must submit a dully filled up signed and stamped confidential business questionnaire form
- viii. Must submit dully filled, signed and stamped price schedule and form of tender
- ix. Site visit certificate filled and signed by KISE representative

NB:

- Attach documentary evidence and clearly label for the above requirements
- Tenders will proceed to technical evaluation stage only if they comply with all preliminary requirements above.

Technical Criteria

Bidders who comply with the entire mandatory requirement will be subjected to the following technical qualification. The minimum score will be 70%

S/No	ITEM DESCRIPTION	WEGHTING (POINTS)
1.	<p>Attach copies of certificates and curriculum vitae of Directors, Supervisors and other key staff duly signed and telephone number indicated in ink by the staff.</p> <p>Director</p> <p>i. Qualification in housekeeping, hospitality and management or equivalent</p> <ul style="list-style-type: none"> • Certificate level -1mks • Diploma Level – 2mks • Degree level– 4 mks <p>ii. Experience</p> <ul style="list-style-type: none"> • 0-2 years –1mk • 3 years and above - 2mks <p>Supervisor</p> <p>i. Qualification in housekeeping, hospitality and management or equivalent</p> <ul style="list-style-type: none"> • Certificate level -1mks • Diploma/degree Level –3mks <p>ii. Experience</p> <ul style="list-style-type: none"> • 0-2 years – 1mk • years and above- 2mks <p>Any Other Key staff</p> <p>i. Qualification in housekeeping, hospitality and management or equivalent</p> <ul style="list-style-type: none"> • Certificate level -0.5mks • Diploma/degree Level –1mks <p>ii. Experience</p> <ul style="list-style-type: none"> • 0-3 years – 1mk • years and above- 2mks 	18

	<p>Staffing - Proposed number of staff to be deployed in each specific areas of service. This shall include their wage rate in accordance with the labour law</p> <ul style="list-style-type: none"> • Minimum wage -2mks • Above minimum wage -4mks 	
2.	<p>Relevant Tools and Equipment and consumables</p> <ul style="list-style-type: none"> • List of equipment you own for this assignment e.g. Hooving machines, scrubbing machines, squeezers, sucker, Vacuum cleaner etc. (attach ownership evidence i.e. purchase, receipts, Delivery notes/invoices if leased attach lease agreement) 10 relevant tools @ 1points • List of detergent, chemicals and other appropriate, chemical and other appropriate consumables for the contract (Max. 10No. each 0.2 points– 2 mks • List of personal protective equipment (Uniform, protective shoes, gloves e.t.c Max. 5NO (attach ownership evidence i.e. purchase, receipts, Delivery notes/invoices) – 5mks 	15
3.	<p>One year’s audited account statements 2018 or the last six (6) months bank statement</p> <ul style="list-style-type: none"> • Annual turnover (5,000,000) • Kshs. 5,000,000 and above (5Mks) • Kshs. 2,500,000 and above (4Mks) • Below Kshs.2,500,000 (2Mks) 	5
4.	<p>Evidence of financial resources (cash in hand, lines of credit, overdraft facility etc.) (Resource documents shall be certified by the respective banks or Commissioner of Oaths) Cash in hand and lines of credit:</p> <ul style="list-style-type: none"> • Of more than 30% of tender sum-----5 • Of between 20% and 30% of tender sum----- 4 • Of between 10% and 20% of tender sum----- 2 • Below 10% of tender sum-----1 	5
5.	<p>Credit Facility:</p> <ul style="list-style-type: none"> • 30 days – 5 points • 60 days – 7.5 points • 90 days – 10 points 	10

6	<p>Must have evidence of similar services for two (2) firms for organization with similar complexity and value as KISE.</p> <ul style="list-style-type: none"> • Certified copied of Contract agreement from each institution. – 4 points • For above Contract agreement attached, provide recommendation from the same institution – 4 points. <p>NB: The above copies of documents must be certified by respective institutions.</p>	16
7	Evidence of Work Man’s Injury Benefit cover for staff/employees (WIBA)	2.5
	Professional Indemnity covers of at least Kshs. 1,000,000.00 per incident <ul style="list-style-type: none"> • Evidence attached2.5 mks • Evidence not attached.....0 mks 	2.5
8	Evidence of Statutory remittances for all employees. (Copies attached). <ul style="list-style-type: none"> • NSSF Remittance the last 3 months - 2.5 mks • Current NSSF Compliance certificate 2.5 mks • NHIF Remittance the last 3 months - 2.5 mks • Current NSSF Compliance certificate-2.5 mks 	10
9	Proof of compliance to government wage guideline and labor requirements (Attach certificates) <ul style="list-style-type: none"> • Evidence attached2 mks • Evidence not attached.....0 mks 	2
10	Detailed Work Program / Operation Plan / Schedule of Cleaning	10
11	Document Presentation; Having the tender document arranged in an orderly manner with clearly marked separators/ page marks	2
11	Litigation history (Certified by commissioner of oaths)	2
TOTAL		100

Any bidder who scores 70 points and above shall be considered for financial evaluation.

Financial Criteria

The evaluation shall be in two sections

1. Preliminary examinations
2. Tender sum Comparisons

1. Preliminary examinations.

The preliminary examination in the Financial Evaluation shall be in accordance with the Instruction to Tenderers. The parameter to be considered under this section shall be arithmetic errors.

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities.

Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. The error shall be treated as per Instructions to Tenderers.

Discount if any shall be treated as an error in pursuant to Instructions to tenderers.

2. Tender Sum Comparisons.

The bidders' tender sums shall be compared and ranked from the lowest to the highest.

CONCLUSION

The bidder with the lowest tender sum shall be the most responsive bidder. Due diligence shall be done on the most responsive bidder to authenticate the information in the bid document. If the information is authenticated, then the bidder shall be recommended for award of tender.

If the bidder cannot authenticate the information provided the evaluation committee shall do due diligence to the bidder with the second lowest tender sum. If the bidder authenticates the information provided, then he shall be recommended for award of tender. If the bidder cannot authenticate the information provided the evaluation committee shall recommend for re advertisement of the tender.

RECOMMENDATION

The most responsive bidder shall be recommended for award after authenticating the documents in the bid documents else the second most responsive bidder shall be recommended for award.

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 Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization procuring the services under this Contract
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" mean the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract
- (h) "Day" means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6. Delivery of Services and Documents

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

3.7. Payment

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

3.7.2 Payment shall be made promptly by the Procuring entity as agreed

3.8. Prices

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

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

3.8.3 Where contract price variation is allowed the variation shall not exceed 10% of

the original contract price

- 3.8.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.9. Assignment

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

3.10. 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 Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor 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 un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.11. Termination for Insolvency

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

3.12. Termination for Convenience

- 3.12.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of

termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.13. Resolution of Disputes

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

3.13.2 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. Applicable Law

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

3.16. Force Majeure

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

3.17. 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 Email 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.

Reference of general conditions of contract	Special condition of contract
3.6 Delivery of Services	As per terms and conditions of the contract
3.7.1 Payment	Payment will be paid on monthly basis based on the delivery of services
3.8 Price adjustment	No price adjustment will be allowed
3.15 Applicable law	Kenyan law
3.17 Notices	Director Kenya Institute of Special Education, P. O. Box 48413 - 00100 NAIROBI
Other's as necessary	Specify performance security if applicable: 5% of contract sum
	Specify method Payments. Payments shall be made at the every month upon receipt of Invoice(s) and satisfactory performance as per contract or as agreed
	Specify price adjustments allowed. None
	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya as stated in the document
	Applicable law: Laws of Kenya

SECTION V – SCHEDULE OF REQUIREMENTS

Services Required

1. SERVICES

Kenya Institute of Special Education 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.

Cleaning services shall be undertaken in accordance with recognized best practice in the industry and with locally applicable health and safety regulations. The Contractor is responsible for the maintenance of the minimum standards of cleaning and performance quality set forth in this document, regardless of the staff absences through sickness or holidays. The surface of the floor must be completely free of dust, stains and any other blemish that can be removed with standard industry techniques. Any defects noticed by cleaners must be registered and reported to the Client cleaning supervisor so that the necessary repairs can be made.

Cleaning methods should be those that are less harmful to the surface, users and the cleaner.

2. SCHEDULE OF CLEANING

The Contractor will be expected to engage in cleaning services from 6.00 a.m. in the morning to 5.00 p.m. in the evening during weekdays. Office cleaning should take place on weekdays, Monday to Friday, between the hours of 06:00-07:30 am. 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 should be kept. No changes in the agreed days or time can be made without prior clearance by the Client's cleaning supervisor.

3. 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.

4. STAFF

The Contractor will be expected to deploy a minimum of fifteen (15) Cleaning staff at the headquarter offices and five (5) staff at national climate change resource centre with not more than two third of the same gender.

5. **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.

6. **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. Kenya Institute of Special Education will be at liberty to confirm compliance to this from whatever source.

7. **GENERAL**

Age of employees

Aged between 18 and 60 years

a. Vetting

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

b. Adequate Personnel

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

8. **Bidder's Experience Requirements**

Potential Service Providers are required to submit details of at least three (3 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.

Bidder's Experience Requirements

No.	Contact Information	Detail
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	
5	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.

DESCRIPTION OF SERVICES

Details of services to be offered are as follows:

1. Offices

Daily:

- All rubbish bins and plastic bags emptied and the bag replaced.
- Horizontal surfaces that are clear of obstructions should be dusted or vacuum cleaned.
- Visible dirt, shoe marks should be vacuumed cleaned or washed from floor surfaces

Weekly:

- Vertical free areas cleaned to remove dust, cobwebs and visible dirt.
- Lamps, pictures, closets, phones, doors (including handles) and frames, chair legs, ceiling lamps, window sills dusted or cleaned as necessary to remove visible dirt.
- The upholstered furniture vacuum cleaned.
- The doors, glass panels, the skirting boards and shelves dusted or wiped clean as necessary to remove visible dirt.

2. Cloak Rooms

Daily:

- All sanitary ware (washbasins, WC pans) and mirrors cleaned to remove all traces of visible dirt using the correct chemicals.
- Garbage bin emptied, floors washed to remove all traces of visible dirt.
- Toilet consumables (toilet paper, paper hand towels and liquid soap) re-stocked.
- Complete cleaning of all sanitary elements including the removal of all stains and scale.
- Toilets should be checked every 30 minutes for all of the above and a signing check sheet be used.

Weekly:

- Walls and doors cleaned/washed.
- WC pans and urine pans – thoroughly cleaned to remove all traces of chalk and stains

3. Reception/Lobby

Daily:

- Horizontal surfaces that are clear of obstructions wiped off or vacuum cleaned.
- Floors vacuumed cleaned or washed to remove all traces of visible dirt and shoe marks Glass doors in front of reception cleaned to remove all visible marks.

Weekly:

- Floors vacuum cleaned and washed, from wall to wall, a minimum of once per week.

4. Conference / Meeting Rooms

Daily:

- Floor/ horizontal surfaces that are clear of obstructions should be washed or vacuum cleaned as necessary to remove all traces of visible dirt

Weekly:

- Once a week, as a minimum, thorough clean from wall to wall once, moving chairs as necessary

NB/ All pavements should be scrubbed during late hours i.e. at night to avoid inconveniencing clients using the premises. All surfaces should be left clean and dry at all times. Warning cleaning signs should be used where possible.

5. Carpeted Areas

- Vacuum cleaning of all carpeted floors by vacuum cleaning daily.
- Cleaning of offices and daily cleaning of corridor, waiting room, reception and conference room daily.
- Shampooing once every month or as need arises
- Removal of stains when necessary

6. Areas with floor boards and tiles

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

7. Reception Areas

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

8. Partition walls and ceilings

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

9. 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.

10. 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

11. Emptying of internal waste paper baskets.

- To be done daily

12. Regular Monitoring & Evaluation

The successful bidder will sign a service level agreement with deliverables that will be evaluated monthly before invoicing.

13. Provision of adhoc manual labour

- As and when required to move furniture and other office equipment's within KISE facilities.

NOTE: Wet areas include but not limited to toilets, Urinals, Wash hand basin, Dobi sinks, swimming pool area and showers.

SECTION VI – PRICE SCHEDULE OF SERVICES

Name of Tenderer:

Tender Number: Page: of:

SN.	DESCRIPTION OF CLEANING AREA	UNIT PRICE (KSHS)	TOTAL PRICE (KSHS)
1.	KISE Assessment and Research Center		
2.	KISE National Resource Centre		
3.	KISE Administration Block, Staff Room & Offices		
4.	Student Accommodation and Classrooms		
5.	Computer Lab		
Sub Total			
16% VAT			
Total Cost			

Signature & Stamp of tenderer

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

Total Tender sum Kshs..... (in words).....

.....

.....Transfer the TOTAL to Form of Tender

SECTION VII - STANDARD FORMS

Notes on the standard Forms

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.

Price Schedule Form - The price schedule form must similarly be completed and submitted with the tender.

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.

Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

Debarment – Self declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal

Corruption Declaration –The person/tenderer will declare that it will not engage in any corrupt or fraudulent practice

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

FORM OF TENDER

Date

Tender No.

To.....

[Name and address of procuring entity]

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. *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the 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 _____

CONTRACT FORM

THIS AGREEMENT made the..... day of20 between..... [name of Procuring 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 bythe (for the Procuring entity)

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

N/B Note that this contract will replace all other engagement with KISE if any

CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name.....

Certificate of Incorporation / Registration No.....

Location of business premises: CountryPhysical address..... Town.....

Building..... Floor..... Plot No.

Street / Road

Postal Address Postal Code.....

Telephone No's..... Fax No's.

E-mail address

Website.....

Contact Person (*Full Names*)

Direct / Mobile No's..... Title

Power of Attorney (**Yes / No**) If **yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)
.....

Local Authority Trading License No. Expiry Date

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**KShs**)
.....was this successfully undertaken? **Yes / No**..... (If **Yes**, attach reference)

Name (s) of your banker (s)

Branches Tel. No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full names

Nationality Country of Origin.....

Company Profile

(Attach brochures or annual reports in case of public company)

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.

2.

Company Profile *(Attach brochures)*

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public

Company Profile *(Attach brochures or annual reports in case of public companies)*

State the nominal and issued capital of the Company

Nominal KShs..... Issued KShs

Give details of all directors as follows: -

	Full Names	Nationality	Citizenship Details	Shares
1
2
3
4
5

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

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(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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..... of.....having registered office at [name of KISE] (hereinafter called "the Bank") are bound unto [name of KISE] (hereinafter called "KISE") in the sum of for which payment well and truly to be made to the said KISE, 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 Kenya Institute of Special Education 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 Kenya Institute of Special Education up to the above amount upon receipt of its first written demand, without Kenya Institute of Special Education having to substantiate its demand, provided that in its demand Kenya Institute of Special Education 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)

PERFORMANCE SECURITY FORM

To:

[Name of Procuring Entity]

WHEREAS..... [name of tenderer] (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated..... 20 to supply *[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 a bank guarantee by a reputable bank 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 *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signature and seal of the
Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED

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

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 ChiefExecutive/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 (*insertname 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 tax 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 Compliance certificate from NHIF and the same shall be submitted within seven days.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

SELF DECLARATION THAT THE 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

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of 20.....

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address..... Fax No.....Tel. No.....Email , 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 on..... day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on..... day of20.....

SIGNED

Board Secretary.