

KENYA WILDLIFE SERVICE

P.O BOX 40241

NAIROBI

**PROVISION OF CLEANING, SANITATION AND
GROUND MAINTENANCE SERVICES**

TENDER NO.KWS/HQS/ADM/113/2009-2010

**CLOSING DATE & TIME:
7th APRIL 2010 at 12 NOON**

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SECTION I – INVITATION TO TENDER

Date _____

Tender REF No. KWS/HQS/ADM/113/2009-2010

Tender name Provision of Cleaning, Sanitation and Ground Maintenance Services

Kenya Wildlife Service invites sealed tenders from eligible candidates for the supply of Cleaning, Sanitation and Ground Maintenance Services at KWS Headquarters and Airwing Hangar at Wilson.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, KWS Headquarters, Langata Road, P.O BOX 40241, Nairobi. Tel. 600800 Fax: 603792 during normal working hours 8.00am to 4.00pm.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs 3,000.00** (three thousand shillings only) at the Cash office situated at KWS HQS, payable in cash or bankers cheque to the Director- KWS.

Completed tender documents are to be enclosed in plain sealed envelopes marked with '**Tender reference number and name**' and be deposited in the Tender Box at the entrance of Simba Court, KWS HQS and be addressed to Director, Kenya Wildlife Service P.O. BOX 40241 Nairobi so as to be received on or before **7th April 2010 at 12 Noon**.

Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (90) ninety days from the closing date of the tender.

All Tenders must be accompanied by **an Original** bid security of Ksh 50,000.00 issued in Kenya shillings or a freely convertible currency.

There will be a **pre-bid conference** to be held on **19th March 2010 at 10 am** in KWS VET Board Room.

Candidates must prove that they qualify to participate in public procurement in accordance to public procurement Act and Regulations and provide the following documents or evidence.

- Certificate of business registration or certificate of incorporation.
- Tax Compliance certificate valid for the period of tender.
- Candidates' Audited accounts for the year 2007 and 2008.

The bidders **MUST** comply with all the instructions and rules of the tender and particularly ensure that all the forms required are properly completed.

Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend at KWS Board Room.

Yours faithfully,
Head - Supply Chain Management

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible 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.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender 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 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 procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents contained herein and addenda issued in accordance with clause 6 of these instructions to tenders
- 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.

2.4 Clarification of Documents

2.4.1. 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 entities 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”

2.4.2. 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

2.5 Amendment of 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 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 9, 10 and 11 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 for the amount and form specified in the Invitation to tender.

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 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 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

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 90 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 nonresponsive.

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 Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, 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 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 original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE**" 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 12 noon on 7th April 2010.**"

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 no later than **7th April 2010 at 12 Noon**.

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 6, 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 ...(*time, day, and date of closing*) 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.

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 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 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 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 **Quality Cost Based Selection method (QCBS)** methods will be applied;
Completeness of Documents
Financial capability of the Company to provide the required services
Experience to provide similar services and Evidence of similar ongoing work

Qualification and technical expertise of key personnel to administer and execute the contract.

Operational Plan and work schedules;

Manpower Strength

Equipment

Means of Transport for Staff

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

2.22.5 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**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer under **Quality Cost Based Selection method (QCBS)**, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 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.

2.24.5 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 2.29. 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 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated 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 tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.11	Documentary evidence for; <ul style="list-style-type: none">• Completeness of Documents• Financial capability of the Company• Experience to provide similar services and Evidence of similar ongoing work• Qualification and technical expertise of key personnel to administer and execute the contract.• Operational Plan and work schedules;• Manpower Strength• Equipment• Means of Transport for Staff
2.12	Ksh 50,000
2.30	10% of contract price
2.16.3	Procurement office

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

These General Conditions shall apply to the extent that they are not superceded 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

3.5 Patent Right's

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 .

3.6 Performance Security

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.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 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.

3.7.2 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.

3.7.3 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.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

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.

3.10 Assignment

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

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.

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.

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring 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.

3.14 Resolution of disputes

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.

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

3.15 Governing Language

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

3.16 Force Majeure

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 Applicable Law.

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

3.18 Notices

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

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
3.6	10% of contract price
3.8	As per Service expectation /output
3.9	None
3.14	Arbitration
3.17	Specify applicable law

SECTION V: SCHEDULE OF WORK /SERVICE REQUIREMENTS

Exterior		
Operational Area	Required	Frequency
Buildings All buildings including; <ul style="list-style-type: none"> • Chui, Ndovu, Simba courts housing the Head offices Main reception. • Prefabricated Buildings housing the Kenya Tourism Federation • Store – Timber Prefabricated Building • Education Block • Education Offices • Kifaru Court • White House • Bus Park Toilet Block • One Public Toilet Block • Vet Clinic • Nairobi national Park Headquarters and Airwing 	Clean and maintain exterior walls	Weekly
	Control Pest, weeds and vermin's	Periodic
	Maintain drainage, water pipes and drains improper working condition	Periodic
	Maintain existing flower beds well watered and free from weeds.	Weekly
	Maintain walls free from cob webs and any other undesirable blemish	Weekly
	Empty rubbish bins and cart away rubbish	Daily
	Dust and dump wipe all wooden pillars	Weekly
	Dust and wipe balustrades Upholstery cleaning Curtains cleaning/dry cleaning Garbage Collection and Disposal	Weekly
Parking Yards, drive ways and walk ways All parking yards including; <ul style="list-style-type: none"> • Bus Park • Visitors parking lots • KWS staff parking • Ranger's and Kifaru shop • Security and Kifaru court • Nairobi Safari Walk 	Maintain free from litters, mud and any undesirable objects	Daily
Gardens and Fences All gardens and fences including; <ul style="list-style-type: none"> • Central flower gardens in all courts 	Maintain grasses well trim within 50mm	Weekly
	Maintain hedges trimmed to approved height	Weekly
	Maintain existing flower beds well watered and free from	Weekly

<ul style="list-style-type: none"> • Central water fountain • Ground, isles on all parking yards • Grounds behind and in front of all courts and buildings 	weeds	
	Provide and maintain potted plants at designated areas	Periodic
Interiors		
Toilets All toilets including toilets in office block and courts, public toilets at Nairobi Safari walk car park and the bus park	Remove from floors dirt, stains and spills	Daily
	Provide approved toilet accessories, toilet paper, soap and paper napkins	All times
	Clean and keep unsoiled toilet bowls, urinal, sinks, walls and mirrors	Daily
	Remove and dispose rubbish from toilets bins	Daily
	Check toilet equipment for functionality	Daily
	Maintain toilet free of odour	All times
	Provide step on sanitation bins	All times
	Mop and maintain dry toilet floors	Always
	Apply polish on floors	Weekly
	Control pests in toilets	Weekly
Surfaces Including floors glasses and windows, mirrors, ceilings terrazzo stair cases, furniture and office equipments	Remove from floors dirt, stains and spills	Daily
	Apply acceptable polish	Weekly
	Dust and dump, wipe office furniture and fittings	Daily
	Maintain all kitchen sinks and floors from stains and blemish	Daily
	Mop and maintain floors dry	Always
	Maintain windows free from dust and stain	Weekly

SECTION VI DESCRIPTION OF SERVICES

KWS HEADQUARTERS COMPLEX- LANGATA AND HANGAR

1.1 Description of the Headquarters

The Complex covers an area of about 6.2 Hectares (260m X 240m). Stretching from the main entrance to the west off the Langata Road, to the boundary of the animal orphanage, staff quarters to the east and Langata Barracks to the north, and to the south the Nairobi National Park Boundaries, Nairobi Safari Walk, Rangers Restaurant, and The KWS veterinary Laboratories and KWS Hangar- Airwing situated at Wilson Airport.

1.2 Buildings

Buildings in the complex include;

- Three courts – Chui, Ndovu, Simba courts with the Head offices Main Reception
- Prefabricated Buildings housing The Kenya Tourism Federation
- Store – Timber Prefabricated Building- Combo Store
- Education Block Ground/first floor
- Senior warden’s Education Office
- Kifaru Court building-red tiled building including Nairobi Park offices and toilets.
- White House –White building adjacent to Kifaru court building (Ground floor/first floor)
- Bus Park Toilet Block
- One Public Toilet Block near Sebastian cafe
- Entrance Gate
- Vet clinic prefabricated stores(2)
- Two generator Houses , old and new block adjacent to each other.
- Vet clinic pens and animal kitchen
- Telecommunication Riggers workshop.
- Airwing Offices and Hanger

1.3 Parking Yards

The Following Parking areas and connecting driveways and walkways are included:

Location/Description

- 1. Bus Park**
- 2. Visitors Parking Lots in front of Reception**
- 3. KWS Staff Parking Lots in front of Reception**
- 4. Ranger's Restaurant and Kifaru Shop Parking**
- 5. Security and Kifaru Court Parking lot**
- 6. Nairobi Safari Walk Parking Lot**
- 7. Airwing Parking lot**

1.4 Gardens and Fences

Areas covered by the gardens and grounds include but are not limited to;

Location/Description

- 1. Central Flower Gardens in Chui, Ndovu and Simba Courts**
- 2. Central Water fountain at Ndovu Court**
- 3. Grounds on both sides of and isles on Visitor and Staff and Rangers parking lots**
- 4. Grounds on both sides of Bus Park**
- 5. Grounds behind Ndovu Court**
- 6. Grounds behind and in front KTF prefab buildings**
- 7. Grounds behind in front of prefab Combo store buildings**

1.5 Toilets

Location/Description

- 1. Toilets facilities in Office blocks and courts**
- 2. Public Toilets at Bus Park**
- 3. Public Toilets at Nairobi Safari walk Car Park**
- 4. Toilet facilities at Airwing**

1.6 Surfaces

Description

1. **Floors – Mazera Stone, PVC, Wood, Terrazzo, Tiled and Red Oxide**
2. **Glasses and windows**
3. **Mirrors**
4. **Ceilings**
5. **Terrazzo Staircases**
6. **Toilet sets and tiles**
7. **Walls**
8. **Furniture and office equipment**
9. **Pavements**
10. **Walkways**
11. **Tarmac drive ways**
12. **Parking Lots**

2. EXPECTATED SERVICE LEVEL / OUTPUTS (SCOPE OF WORKS)

- 2.1 The contractor will undertake to provide cleaning, maintenance, gardening, grounds pest control, fumigation and sanitation services to a standard and level of KWS corporate image in the areas including but not limited to those specified above.
- 2.2 The services shall be executed and maintained in strict adherence to the contract terms to the satisfaction of the Head of Administration and shall comply with the instructions given by them from time to time.
- 2.3 The Successful contractor shall provide Sanitation Services, fumigation cleaning, maintenance and gardening services in the areas specified in a manner that will not interfere with the smooth operation and use of the facilities by KWS staff, its visitors and tenants.
- 2.4 The Contractor will provide the required tools, equipment, detergents, pesticides and other materials required for the purpose of satisfactorily carrying out the services. These detergents, consumable material and equipment used shall be of kinds recommended by respective manufacturers and are environmentally safe and approved by KWS in keeping with agreed environmental health standards and current and future laws and regulation on safety of workers and general users of the facility.

2.5 The Contractor shall in performing the cleaning services, provide its staff with adequate and suitable uniform clothing to a standard that gives safety, protection and good image to both KWS and the contractor.

2.6 Without limiting the generality of Paragraph 2 (2.1), the successful contractor shall provide the following interior services;

2.6.1 Remove from all office floor surfaces dirt, stains spills or foreign objects and generally ensure that the floors are maintained free from any blemish.

2.6.2 Provide potted flowers at designated areas in the courts and maintain potted plants well watered and healthy in attractive and presentable pots.

2.6.3 Periodically apply acceptable polish to all Mazera Stone, red oxide, wood and PVC floors and terrazzo staircases.

2.6.4 Dust and dump wipe all wooden pillars

2.6.5 Dust and dump wipe furniture and fittings within the offices

2.6.6 Maintain all kitchens within the office blocks clean, with their floors and wall free of stains, blemish and their sinks scrubbed free of food stains, where applicable stain removers to be used.

2.6.7 Clean and keep unsoiled toilet bowls, urinals, sinks, walls and mirrors within the toilets.

2.6.8 Remove and dispose off rubbish from toilet bins and staff camps within Hq.

2.6.9 Report to KWS Head of Administration any disrepairs or malfunctioning equipments in the toilets including plumbing, paintings cementing e.t.c.

2.6.10 Ensure that all toilets are maintained free from unpleasant odours and kept sparkling clean.

2.6.11 Provide step- on sanitation bins in ladies toilets to be changed and replaced at least twice a week.

2.6.12 Mop and maintain toilet floors dry at all times

2.6.13 Provide dustbins (Step-on) in the toilets to be emptied regularly.

2.6.14 Provide toilet accessories including high quality toilet paper (White), hand washing soap, disinfectant, air freshener and maintain hand driers in working condition

2.6.15 Control pests in offices, office toilets, public toilets, stores and all buildings within the Hq.

2.6.16 Dispose off paper and any rubbish from offices to designated disposal areas and collect at least three times per week.

2.6.17 Using acceptable detergents and cleaning agents, maintain windows and window panes clean and free from stain and cobwebs.

2.6.18 Dust and wipe all balustrades

2.6.19 All cleaning especially of toilets should be carried out before 8.00am and offices before 9.00 AM. Other cleaning will be regular and continuous.

2.7 Without limiting the generality of Paragraph 2 (2.1), the successful contractor shall provide the following Exterior services

2.7.1 Control Pests and vermin, weeds in the buildings, gardens, toilets, grounds specified in Paragraph 2

- 2.7.2 Maintain drainages, water pipes, and drains in the aforesaid complex in proper working condition.
- 2.7.3 Maintain all grasses well watered, trim within 2" (50mm)
- 2.7.4 Maintain all hedges included within the complex and its perimeters trimmed and kept at height not exceeding that agreed upon and specified by the Head of administration.
- 2.7.5 Maintain the existing flowerbeds and those to be extended well watered and free of weeds through out the year.
- 2.7.6 Control all pests on building using acceptable agents within the provisions of paragraph 2 (2.4)

- 2.7.7 Maintain Parking lots, walkways, driveways pavement and areas within the courts free of dirt, litter, mud and any other undesirable objects

- 2.7.8 Remove from and maintain all walls free from cob webs and any undesirable blemishes
- 2.7.9 Empty rubbish bins and cart away rubbish to acceptable disposal areas

2.8 Inspection / Evaluation

- 2.8.1 The Successful contractor shall accord the Head of Administration or his representatives' ample opportunity to inspect any work or service performed by the contractor to satisfy himself of the quality and standard of the work. The Contractor shall provide and permit routine free and unhindered audits, survey and inspection of the work performed by it as per definitions and descriptions of the contract
- 2.8.2 Further to provisions of Paragraph 2.8.1 KWS Inspection and acceptance committee shall either by its self or through appointed agents conduct routine and random inspection of the services provided by the contractor, to provide a report, prior to making any payments to the contractor.
- 2.8.3 The contractor shall be informed in writing of any shortcoming in the performance of contract and shall further discuss the report and required improvements, with the both the Head of Administration and a representative from procurement department.

2.9 Consumable Materials

The Successful contractor will be required to provide the following and any other suggested consumables for use in providing contracted services:-

CONSUMABLES

- Paper towels
- Floor Polish
- Toilet paper (white)
- Air fresheners
- Toilet balls
- Detergents

Insecticide
 Vermicides
 Sanitary bins
 Toilet soaps
 Toilet signage
 Dustbins
 Dusters and Mops
 Gardening equipments
 Brooms
 Window cleaners
 Toilet brushes

3.0 Equipment

The Successful contractor will be required to provide a list of equipment and the quantities for use in providing the contracted services

4.0 Staff uniform

The Successful contractor will be required to provide its staff and employee with suitable working clothes and protective gear for the purpose of both identification and safety during performance of their duties.

5.0 Staff Transport

The Successful contractor will be required to provide its staff and employee with transport to and from Kenya Wildlife Service Headquarters.

6.0 Insurance

The contractor shall take out and maintain for the duration of the contract insurance protection from reputable insurance companies approved by KWS to cover the contractor’s employees and contractor’s liability to KWS its employees, tenants and customers or any third party arising in connection with the performance of the service.

7.0 DETERMINATION OF RATES FOR PROVISION OF CLEANING SERVICES

The prospective contractor is required to inspect all the potential areas that could be covered in this contract and provide in their proposal, a brief description of the services and the level of standards they are able to offer and maintain under each area.

Secondly, in submitting the bids, prospective contractors should provide unit rates for provision of cleaning, sanitation and gardening/grounds services in the proposed areas as here under (the financial information should be included in the technical proposal):

	Item	Description of works
1.	Buildings- Exteriors	Provide cleaning and maintenance services to exteriors walls and surfaces of: <ul style="list-style-type: none"> • Three courts housing the Head offices – -Chui,

	Item	Description of works
		<ul style="list-style-type: none"> -Ndovu, -Simba courts - Main Reception • Prefabricated KTF Building • Store – Timber Prefabricated Building • Education Block • Education Offices • Red-tiled Kifaru Court adjacent to Nairobi Park Offices/gate • White House • Airwing Block
2.	Buildings- Interiors	<p>Provide cleaning and maintenance services to floors, furniture, interior walls and other surfaces of:</p> <ul style="list-style-type: none"> • Three courts housing the Head offices – <ul style="list-style-type: none"> -Chui, -Ndovu, -Simba courts - Main Reception • Prefabricated KTF Building • Store – Timber Prefabricated Building • Airwing Block • Education Block • Education Offices • Red-tiled Kifaru Court adjacent to Nairobi Park Offices/gate White House
3.	Parking Lots	Bus Park
	<i>Provide cleaning service as described in paragraph 4</i>	Visitors Parking Lots in front of Reception
		KWS Staff Parking Lots in front of Reception
		Ranger’s Restaurant and Kifaru Shop Parking
		Security and Kifaru Court parking lot
		Nairobi Safari Walk Parking Lot
4.		Gardens and Fences
	<i>Provide gardening service as described in paragraph 4</i>	Central Water fountain at Ndovu Court
		Grounds on both sides of and isles on Visitor and Staff and Rangers parking lots

	Item	Description of works
		Grounds on both sides of Bus Park
		Grounds behind Ndovu Court
		Grounds behind and in front KTF prefab buildings
		Grounds behind and in front of prefab Combo store buildings
5.	Toilets <i>Provide sanitation and cleaning services as described in paragraph 4 above</i>	Toilets facilities in Office blocks and courts – 7 private, 11 Gents and 11 Ladies
		Public Toilets at Bus Park (one Gents and one Ladies)
		Public Toilets at Nairobi Safari walk Car Park (one Gents and one Ladies)
6.	Other Surfaces	Floors – Mazera Stone, PVC, Wood, Terrazzo, Tiled and Red Oxide
		Glasses and windows
		Mirrors
		Ceilings
		Terrazzo Staircases
		Office and Toilet Walls
		Furniture and office equipment
		Pavements
		Walkways
		Tarmac drive ways

Caveat

A floor plan has been provided for your estimation of the ground area and for each of the office spaces and toilet facilities. Interested parties are advised to visit the offices on the day provided and to carry out independent inspection.

SECTION VII - EVALUATION CRITERIA

1. Completeness of Documents

Bidders are expected to present the following **Mandatory documentation**;

- Copy of incorporation certification,
- Tax compliance certificate,
- Completed tender forms,
- Completed confidential business questionnaire

2. Financial capability of the Company to provide the required services

Suitable contractors are expected to demonstrate financial ability to provide services described in the bid document;

Contractors are expected to show ability as demonstrated by their total annual business turnover over the past three years; Indicative business turnover – volume from past contracts performed as follows:

- Over Kshs.40,000,001
- Kshs.30,000,001 – 40,000,000
- Kshs.20,000,001 – 30,000,000
- Kshs.10,000,001 – 20,000,000
- Below Kshs.10,000,000

3. Experience to provide similar services and Evidence of similar ongoing work

Successful or desirable contractors are expected to demonstrate adequate experience in providing similar cleaning, sanitation and gardening services to that to be provided to KWS.

Ideal contractors should provide at least; 3 similar contracts with references from reputable organizations/clients-Private, parastatal, NGOs and government ministries performed in the past five years. Preferable contractors should have undertaken similar contracts of at least Kshs.3,000,000 for a minimum of one year.

4. Qualification and technical expertise of key personnel to administer and execute the contract.

Desirable contractors are expected to have a qualified and experienced management team to oversee the contract. Ideal firms should have their senior management including Managing Directors/General Managers, Operation Managers, Personnel Managers and Financial Managers with academic qualification from a Masters Degree to a minimum of a National Diploma in relevant fields. Those with additional professional qualifications in their specialization will have added advantage.

Ideal firms should have their key staff with the following relevant academic and professional qualifications; HR Management, House Keeping, Institutional Management, Business Administration and Finance. (diploma/ certificate/ or degree?.....)

Additional professional qualifications include: first aid, fire fighting, pest control, florists etc. Management structure with clear reporting lines.

5. Operational Plan and work schedules;

Desirable firms should provide detailed work plan outlining the specific areas of operation, nature of tasks, frequency of tasks and manpower and equipment requirements. The schedule so provided will indicate how the contractor intends to deploy his staff and equipment daily and throughout the contract period.

While a clear identification of operational areas, nature of tasks and frequency of operation will provide an indication of how well the specifications and desirable standards of service will be attained.

Waste management – Demonstration of how the service provider will undertake waste collection and disposal in designated allowable areas.

6. Manpower Strength

Ideal firms should have in their employment adequate staff to man operations of the contracted services. They should have adequate; Toilet cleaners, gardeners, general cleaners, Supervisors and service auditors, site managers, stores, repair and maintenance staff etc (Minimum 40 Staff).

Ideal firms should have in place a clear organization structure describing work relations and functional relations between its staffs.

7. Equipment

Candidates are expected to provide proof of ownership of adequate and serviceable equipment to undertake the contracted services and Physically verified/checked.

8. Means of Transport for Staff

The selected contractor will be expected to provide transport as well as protective clothing for its staff. Ideal contractors should therefore adequately demonstrate ownership of means of transport to ferry their staff and supply equipment and cleaning materials.

Pick-ups and lorries for transportation of equipments and materials; vans and buses for transportation of staff.

The evaluation parameters shall be weighted as follows.

	Item	Total Score
	Completeness of documents	Mandatory
	Financial Capabilities	15
	Experience in similar contracts	25
	Qualification and technical expertise	15
	Operational plan and work schedule	15
	Manpower strength	10
	Equipment	15
	Transport	5
	TOTAL	100

TECHNICAL PROPOSAL

FORM 1: TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for _____
_____ [Title of services] in accordance with your Request for
Proposal dated _____ [Date] and our Proposal. We are hereby submitting our
Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate
envelope.

We understand you are not bound to accept any proposal that you receive.

We remain,

Yours faithfully,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

FORM 2. FIRM'S REFERENCES

Relevant services carried out in the last five (3) years that best illustrates our capacity to undertake the current assignment

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country, Location:
Professional Staff provided by your firm Entity(profiles):	
Name of Client:	Address: Email; Tel No: Contact Person
Duration of assignment:	
Start Date (Month/Year):	Completion Date :
Approx. Value of Services (Kshs) :	
Name of senior staff (Project Director/Coordinator, Team Leader) Involved and functions performed:	
Narrative description of project:	

Firm's Name: _____

Name and title of signatory; _____

**FORM 3: DESCRIPTION OF THE THEORETICAL/ CONCEPTUAL APPROACH, METHODOLOGY AND
WORK PLAN FOR PERFORMING THE ASSIGNMENT**

FORM 4. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

FORM 5. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Years with Firm: _____ Nationality: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained. Certified copies of degree certificates and testimonials of professional qualification should be provided]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____

[Signature of staff member]

_____ **Date;**

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

FORM 6. Equipment and transportation vehicles

6.1 Equipment Holding

No	Quantity	Model & Description	Year of manufacture	Function	Proof of ownership (attach receipts or other documents)

6.2 Means of transportation of staff and materials

No	Model & Description	Year of manufacture	Carrying Capacity	Proof of ownership (Attach logbook copies or lease documents)

SECTION IV: - FINANCIAL PROPOSAL

FORM 1B. FINANCIAL PROPOSAL SUBMISSION FORM

_____ *[Date]*

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for (_____) *[Title of services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours faithfully,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

FORM 2B. SUMMARY OF ALL COSTS

Costs Activities	Amount(Kshs)
1.	
2.	
3.	
4.	
5	
Subtotal	<hr/>
Taxes	
Total Amount of Financial Proposal	

FORM 3B. BREAKDOWN OF STAFF REMUNERATION BY ACTIVITY

Activity	Names	Input (staff man days/ hrs as appropriate)	Remuneration rate	Amount
	MANAGERIAL			
	1.			
	2.			
	Sub Total			
	Support			
	1.			
	2.			
	Sub Total			
	Grand Total			

FORM 4B. MATERIALS, CONSUMABLES, TRANSPORT AND OTHER MISCELLENEOUS COSTS

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.					
2.					
3.					
4.					
	Grand Total				

SECTION VIII -STANDARD FORMS

Notes on the sample 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. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. 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.
5. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.
.....

Name of your bankers Branch

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																								
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.			2.			3.			4.		
	Name	Nationality	Citizenship Details																						
Shares																									
1.																								
2.																								
3.																								
4.																								

Part 2 (c) – Registered Company			
	Private or Public		
	State the nominal and issued capital of company-		
	Nominal Kshs.		
	Issued Kshs.		
	Given details of all directors as follows		
	Name	Nationality	Citizenship Details
Shares			
1.			
2.			
3.			
4.			
5.			
Date Signature of Candidate			

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of [name and/or description of the equipment] (hereinafter called "the Tender")
..... KNOW ALL PEOPLE by these presents that WE
..... of having our registered office at
(hereinafter called "the Bank"), are bound unto [name of Procuring entity]
(hereinafter called "the Procuring entity") in the sum of for which
payment well and truly to be made to the said Procuring entity, the Bank binds
itself, its successors, and assigns by these presents. Sealed with the Common Seal of the
said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made 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 goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

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 tender hereby covenants with the Procuring entity to provide the goods 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 provisions of the goods 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 _____

(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 of goods*] (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 figure*] 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 you 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 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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

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*) of
.....dated the...day of20.....in the matter of Tender No.....of20...

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 of
.....20.....

SIGNED

Board Secretary