



KENYA INSTITUTE FOR THE BLIND

TENDER REF NO: KIB/T/02/2018-2019

**TENDER NAME: TENDER FOR
SUPPLYING BRAILLON PAPERS AND
BROWN BRAILLE PAPERS.**

**KENYA INSTITUTE FOR THE BLIND
OPPOSITE KOGO PLAZA BUILDING
MAIMAHU ROAD
P.O BOX 31082-00600 GPO
NAIROBI, KENYA.**

JULY 2018

TABLE OF CONTENTS

SECTION I	INVITATION TO TENDER.....	1
SECTION II	INSTRUCTIONS TO TENDERERS.....	3
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	17
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	22
SECTION V	TECHNICAL SPECIFICATIONS.....	23
SECTION VI	SCHEDULE OF REQUIREMENTS.....	24
SECTION VII	PRICE SCHEDULE FOR GOODS.....	26
SECTION VIII	STANDARD FORMS.....	27
SECTION IX	EVALUATION CRITERIA.....	41

SECTION I - INVITATION TO TENDER

Tender REF No. KIB/T/02/2018-2019

TENDER NAME: TENDER FOR SUPPLY OF BRAILLON PAPERS AND BROWN BRAILLE PAPERS.

- 1.1 The Kenya institute for the Blind invites sealed bids from eligible candidates for supply of **brailon papers and brown braille papers.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the procurement office, Kenya Institute for the Blind, Maimahiu road opposite Kogo plaza Building, during normal working hours (8.00 pm to 1.00 pm and 2.00 pm to 4.00 pm)
- 1.3 A Hard copy of complete tender documents may be obtained by interested firms upon payment of non-refundable fee of Ksh. 1,000/= in cash payable to Kenya Institute for the Blind Account office. The document can also be viewed and downloaded from the institute website www.keib.or.ke. bidders who download the tender documents from the website **MUST** forward forward their particulars immediately for records and any further tender clarifications and addenda to address provided at appendix to instructions to tenderers.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and shall remain valid for period of (90) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Kenya Institute for Blind's reception or be addressed and posted to:

The Principal
Kenya Institute for the Blind
P.O. Box 31082 - 00600
Nairobi.
Tel :6005712/6004399.
Website:www.keib.or.ke.
Email:kblind@keib.or.ke

So as to be received on or before MONDAY 13TH AUGUST.2018 AT 10.00 AM.

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderer representatives who choose to attend the opening at the Kenya Institute for the Blind board room.

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderer's

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services/supply of goods for the stipulated duration from the date of commencement (herein referred to as the term) specified in the tender document.
- 2.1.2 The Kenya Institute for the Blind employees, committee members, board of management 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 goods 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 Eligible Goods.

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

2.3.0 Cost of Tendering.

2.3.1The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kenya Institute for the Blind will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. Content of the Tender document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- Instructions to tenderers
- Invitation to tender
- General Conditions of Contract
- Special Conditions of Contract
- Schedule of requirements
- Form of Tender
- Price schedules
- Contract Form
- Confidential business questionnaire form
- Tender Security Form
- Security performance form.
- Performance Security Form
- Manufacturer Authorization form
- Declaration of undertaking not to engage in corrupt fraudulent practices.

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

2.5 Clarification of Documents

2.5.1 Prospective tenderer making inquiries of the tender document may notify Kenya Institute for the Blind in writing or by post, fax or E-mail at the entity's address indicated in the Invitation for Tenders. The Kenya Institute for the Blind will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 KIB shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, KIB 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.

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) Documentary evidence established in accordance with Clause 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with Clause 2.14.
- (d) Confidential business questionnaire.

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1** Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, document establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2** The documentary evidence of the tenderers eligibility to tender shall establish to KIB satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3** The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the KIB satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1** Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2** The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3** The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) A clause-by-clause commentary on the KIB Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4** For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(B) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the

substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security.

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 2 per cent of the total tender price.

2.14.3 The tender security is required to protect KIB against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by KIB on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by KIB pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, KIB may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 Bidders shall prepare **two copies** (2) of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to KIB at the address given in the Invitation to Tender:

(b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **MONDAY 13TH AUGUST 2018.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by KIB at the address specified under paragraph 2.17.2 no later than ***MONDAY 13TH AUGUST, 2018 AT 10.00 AM.***

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders.

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 KIB may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 KIB shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 KIB will open all tenders in the presence of tenderers' representatives who choose to attend, ON MONDAY 13TH AUGUST 2018, and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 KIB will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders KIB may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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

2.22.3 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 KIB will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact KIB on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence KIB in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as KIB deems necessary and appropriate.

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

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 KIB reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to accept or Reject any or All Tenders

2.27.6 KIB 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 KIB action

2.28 Notification of Award

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, KIB will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1** At the same time as KIB notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2** The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3** Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KIB.

2.30 Performance Security

- 2.30.1** Within Thirty (30) days of the receipt of notification of award from KIB, 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 KIB.
- 2.30.2** Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KIB may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	<i>Open to all bidders.</i>
2.3.2	<i>Price to be charged for the tender documents: Kshs. 1,000 for those who purchase a hard copy</i>
2.5.1	Prospective tenderer making inquiries of the tender document may notify Kenya Institute for the Blind in writing or by post, fax or E-mail at the entity's address indicated in the Invitation for Tenders. The Kenya Institute for the Blind will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
2.10.2	The prices should include all taxes and delivery to KIB offices
2.11.1	<i>Prices quoted shall be in Kenya Shillings or an easily convertible foreign currency and shall remain fixed during contract period from date of contract signing</i>
2.14.1	<i>The tenderer shall furnish, as part of its tender, a tender securing bid declaration form dully signed, filled and stamped.</i>
2.16	<i>Tenderers must submit one (1) original and one (1) copy of the tender</i>
2.18.1	<i>The tender Closing date is on; MONDAY 13TH AUGUST,10.00 AM.</i>
2.22.1	At the preliminary evaluation stage, the following mandatory requirements that determines a bidder's responsiveness will be assessed: - As provided below (A): Tender Evaluation Criteria Mandatory requirement NB: Bidders who will not meet the below requirements will be declared non-responsive and their bids will not be evaluated further

2.24.2	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way
2.24.1	In the technical evaluation stage, only bidders who have been found responsive at the preliminary stage will be evaluated on the following below parameters: As provided below (B): Tender Evaluation Criteria in the tender document. Bids responsive at the technical evaluation stage will be evaluated at the financial stage. In the financial evaluation stage, the bids will be checked for costing of all items and payment terms. 2
2.27.4	Award Criteria: The lowest evaluated total unit price summation per full/complete schedule will be recommended for award
2.28.1	The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified.
2.30.1	Performance security required

TENDER EVALUATION CRITERIA

The criteria of evaluation and the points to be awarded on

A	MANDATORY REQUIREMENTS		POINTS
	A1	Copy of certificate of Registration/Incorporation	YES/NO
	A2	Copy of Valid Tax Compliance certificate	YES/NO
	A3	Must Fill the Price Schedule in the format provided	YES/NO
	A4	Must Fill the Form of Tender in the format provided	YES/NO
	A5	Must submit a dully filled up Confidential Business Questionnaire in format provided	YES/NO
	A6	Must submit audited financial accounts for the last two years.	YES/NO
	A7	Submit a Tender security /bid bond of 2% of tender price payable to KIB	YES/NO
	B GENERAL REQUIREMENTS		
	B1	Analysis of the provided audited accounts for the last three (2) financial years (2015-2016, 2016-2017). <input type="checkbox"/> Current Ratio above 120Marks <input type="checkbox"/> Current Ratio Below 1 and above 0.5.....10marks <input type="checkbox"/> Current Ratio Below 0.5..... 0 marks	20
	B2	Indicate having undertaken similar assignments for the last three (3) Years. Attach LPOs and relevant invoices, delivery notes etc. <input type="checkbox"/> Above 1.5 million25 Marks <input type="checkbox"/> Below 1.5m and above 1 Million20 Marks) <input type="checkbox"/> Below 1 and above 500,000 thousand10 Marks) <input type="checkbox"/> Below 500,000million 5 Marks	25
	C TECHNICAL REQUIREMENTS		
	C1	KEY products and goods Provide a comprehensive catalogue, brochure and SAMPLES of all the goods and products range of the products you propose to supply in this tender. The list must show among others, source country, brand names and manufacturer authorization letter.	25
	C2	Company Profile.	
		Attach a copy of company profile5 marks Organization Structure-with details of responsibilities.....5mks	10

	C3	Warranty and After sales services. <input type="checkbox"/> 2 years and above (10 marks) <input type="checkbox"/> Below 2 years and above 1..... (5 marks) <input type="checkbox"/> Below one year..... (0 marks)	10
	C4	<ul style="list-style-type: none"> • Tender document/presented in a required format 5 m. • Pagination/Serializations.....5mks 	10
GRAND TOTAL			100

NB:

- Bidders must meet all the mandatory requirements to qualify for general and technical evaluation.
- Bidder **MUST** provide catalogues/Samples for all the products quoted for.
- Bidders must ensure their bid document is well paginated. KIB will not be liable for missing document.
- To qualify for price evaluation, the bidder must score a minimum of 70 points (70%).
- The bidder quoting the lowest price having attained 70% technical score shall be recommended for contract award.
- Any information provided by the bidder may be verified by KIB.
- If information is found to be false, the company will be disqualified.

SECTION III -GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having

previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

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

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on 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

Must submit copies of the following documents

- a. PIN certificate
- b. Valid Tax compliance certificates
- c. Certificate of incorporation
- d. Tender security, 2% of tender price.

Note: Bid that do not have/contain all the above mandatory items will be declared non responsive and shall not be evaluated further.

The service provider/vendor shall:

1. Shall provide samples of computer Braille papers and brailon papers.
2. The Kenya institute for the blind evaluation committee will carry out a due diligence visit to the premises of the service provider /vendor on short notice.
3. The vendor must give an undertaking to deliver goods/services within the stated time/deadline.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	Specify performance security if applicable
3.13	price adjustments –Refer to clause 3,13.1
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

SECTION V - TECHNICAL SPECIFICATIONS

General

5.1.1 These specifications describe the requirements for the goods. Tenderers are requested to submit with their offers the detailed specifications, sample of the product they intend to supply.

5.1.2. All the specifications of the product to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer.

5.1.3The detailed specifications are as follows: -

- a) brailon and brown braille papers.

Description	specifications
Type	Brailon is a plastic-like paper developed specifically for use with Thermoform machines. It has a slightly matte surface, is non-toxic, moisture-proof, and classroom safe
Size	11x11.5"
Sheet per box	500 sheets per box
packaging	Strict paper packaging to prevent folding and damage during storage, shipment or transportation
Type	Brown Braille paper
Size	11x11.5"
grmmage	Paper that is too thin will cause holes in the Braille dots when brailled and if the paper is too thick it could damage the braille machine. our ideal paper weight that has been specially designed and formulated for our braille machine is 150gsm
packaging	Strict paper packaging to prevent folding and damage during storage, shipment or transportation
Sheet per ream	200 sheets per ream.

SECTION VI – SCHEDULE OF REQUIREMENTS

The Kenya institute for the blind intends to enter into contracts for supply of the following items for a period of one (1) year

.

a) Brailon papers and brown braille papers.

The items will acquire on “as and when required basis” and the quantities given are estimates. The Goods will be supplied against purchase orders which will be raised whenever the items are required. Payments will be made within thirty (30) days of receipt of invoice after the goods have been accepted

.

All deliveries shall be made at KIB.

The Cost should be inclusive of all applicable taxes and delivery within Nairobi The price given should be able to cover all types and colours

Signature of tenderer _____

Note

- In case of discrepancy between unit price and total, the unit price shall prevail.
- Prices should be inclusive of all applicable taxes.

SECTION VII -PRICE SCHEDULE FOR GOODS

Name of Tenderer _____

Tender Number: _____

1	2	3	4	5	6	7
Item	Description	Country of origin	Estimated Quantity	Unit price	Brand	Total Price EXW per item (cols. 4x5)
1	Braillon papers		100 boxes			
2	Brown Braille papers		1,000 reams			
GRAND TOTAL (Transferred to Form of Tender)						

The Cost should be inclusive of all applicable taxes and delivery at KIB The price given should be able to cover all types and colours

Signature of tenderer _____

Note

- In case of discrepancy between unit price and total, the unit price shall prevail.
- Prices should be inclusive of all applicable taxes

SECTION VIII -STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.4
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.
6. The Preliminary and Technical Evaluation Response Forms should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.
7. The tenderer experience requirement form should be completed by the tenderer and submitted with the tender document as it will be used for evaluation.

SECTION VI - STANDARD FORMS

4.1 Form of tender

4.2 Manufacturer's Authorization (NOT REQUIRED)

4.3 Contract form

4.4 Confidential Questionnaire form

4.5 Tender Security Form (NOT REQUIRED)

4.6 Performance Security Form

4.7 Evaluation Response Forms

4.8 Experience Requirement Form

4.1 FORM OF TENDER

Tender No: -----

Date: _____

To: The principal Kenya institute for the blind

P. O. Box 31082-00600

NAIROBI

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver OF **BRAILLON PAPERS AND BROWN BRAILLE PAPERS** 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.

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.14 of the Appendix to Instructions to Tenderer's, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderer's, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[Signature] [In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

4.2 MANUFACTURER'S AUTHORIZATION FORM (Canceled, Not Required)

To *[name of the Procuring entity]*

WHEREAS *[Name of the manufacturer]*
who are established and reputable manufacturers of *[Name and/or
description of the goods]* having factories at *[Address of
factory]* do hereby authorize *[Name and address of Agent]* to
submit a tender, and subsequently negotiate and sign the Contract with you against
tender No. *[Reference of the Tender]* for the above goods
manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of
Contract for the goods offered for supply by the above firm against this Invitation for
Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by
a person competent.

4.3 CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called “the Procuring entity”) of the one part and [Name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part. WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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.

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

The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_____the _____ (for the Procuring entity)

Signed, sealed, delivered by_____the _____ (for the tenderer)

In the presence of_____.

4.4 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: 15%;"></th> <th style="width: 35%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 15%;">Citizenship</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Details</td> <td style="text-align: center;">Shares</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship	Details	Shares			1.	2.	3.	4.
	Name	Nationality	Citizenship																						
Details	Shares																								
1.																						
2.																						
3.																						
4.																						
	<p>Part 2 (c) – Registered Company</p>																								

	<p>Private or Public </p> <p>State the nominal and issued capital of company- Nominal Kshs... Issued Kshs...</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%; text-align: center;">Name</th> <th style="width: 10%; text-align: center;">Shares</th> <th style="width: 20%; text-align: center;">Nationality</th> <th style="width: 30%; text-align: center;">Citizenship</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Shares	Nationality	Citizenship	1.	2.	3.	4.	5.
	Name	Shares	Nationality	Citizenship																											
1.																											
2.																											
3.																											
4.																											
5.																											
	<p>Date Signature of Candidate </p>																														

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

4.5 TENDER SECURITY (BANK/INSURANCE COMPANY GUARANTEE)

Bank/insurance co letterhead

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/Insurance Company”), 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/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company this _____day of -----. .

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:

Fails or refuses to execute the Contract Form, if required; or

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/Insurance Company not later than the above date.

[Signature of the Bank/Insurance Company]_____

[Seal]

4.6 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] datedto 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/Insurance Company guarantee by a reputable Bank/Insurance Company 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 untilthe day of..... 20

Signed and seal of the Guarantors

[Name of Bank/Insurance Company]

Address

Date

4.7 EVALUATION RESPONSE FORMS

Stage A. Preliminary Evaluation Checklist.

Tenderers are advised that at this stage, the Tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

No.	Parameters / Requirements	Please indicate whether Submitted / Not Submitted
	Copy of certificate of Registration/Incorporation	
	Copy of Valid Tax Compliance certificate	
	Must Fill the Price Schedule in the format provided	
	Must Fill the Form of Tender in the format provided	
	Must submit a dully filled up Confidential Business Questionnaire in format provided	
	Must submit audited financial accounts for the last two years.	
	Submit a Tender security /bid bond of 2% of tender price payable to KIB	

Stage 2. Technical Evaluation Response Form

In this section Tenderer's must indicate on the specifications sheets below details of the product offered to enable comparison with the requirements. **Tenderers must therefore provide the information in the last two columns of the table below for them to be technically evaluated.** Deviations from the tender specifications, if any, shall be explained in detail in writing, with supporting data including calculations sheets and certified test reports and submitted together with the tender.

BRAILLON PAPERS AND BROWN BRAILLE PAPERS.

Description	specifications	Indicate details of product offered	State whether the product complies or does not comply
Type	Brailon is a plastic-like paper developed specifically for use with Thermoform machines. It has a slightly matte surface, is non-toxic, moisture-proof, and classroom safe		
Size	11x11.5"		
Sheet per box	500 sheets per box		
packaging	Strict paper packaging to prevent folding and damage during storage, shipment or transportation		
Type	Brown Braille paper		
Size	11x11.5"		
grmmage	Paper that is too thin will cause holes in the Braille dots when brailled and if the paper is too thick it could damage the braille machine. our ideal paper weight that has been specially designed and formulated for our braille machine is 150gsm		
packaging	Strict paper packaging to prevent folding and damage during storage, shipment or transportation		
Sheet per ream	200 sheets per ream.		

N.B

Bidders who do not comply with the technical evaluation will not be considered for further evaluation.

STAGE 3: FINANCIAL EVALUATION

This will include the following: -

a) Conducting a market survey for price comparison

b) Ranking of bidders according to the quoted prices

4.8 TENDERER'S EXPERIENCE REQUIREMENT FORM

Please give at least four (4) names with full contacts as well as physical addresses of previous customers of similar goods together with a reference letters from each and copies of LPOs/Contracts.

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	

TENDER EVALUATION CRITERIA

The criteria of evaluation and the points to be awarded on

A	MANDATORY REQUIREMENTS		POINTS	Points marks
	A1	Copy of certificate of Registration/Incorporation	YES/NO	
	A2	Copy of Valid Tax Compliance certificate	YES/NO	
	A3	Must Fill the Price Schedule in the format provided	YES/NO	
	A4	Must Fill the Form of Tender in the format provided	YES/NO	
	A5	Must submit a dully filled up Confidential Business Questionnaire in format provided	YES/NO	
	A6	Must submit audited financial accounts for the last two years.	YES/NO	
	A7	Submit a Tender security /bid bond of 2% of tender price payable to KIB	YES/NO	
	B GENERAL REQUIREMENTS			
	B1	Analysis of the provided audited accounts for the last three (2) financial years (2015-2016, 2016-2017. <input type="checkbox"/> Current Ratio above 120Marks <input type="checkbox"/> Current Ratio Below 1 and above 0.5.....10marks <input type="checkbox"/> Current Ratio Below 0.5..... 0 marks	20	
	B2	Indicate having undertaken similar assignments for the last three (3) Years. Attach LPOs and relevant invoices, delivery notes etc. <input type="checkbox"/> Above 3 million25 Marks <input type="checkbox"/> Below 3m and above 2 Million20 Marks) <input type="checkbox"/> Below 2 and above 1 million10 Marks) <input type="checkbox"/> Below 1 million5 Marks	25	
	C TECHNICAL REQUIREMENTS			
	C1	KEY products and goods Provide a comprehensive catalogue, brochure and SAMPLES of all the goods and products range of the products you propose to supply in this tender. The list must show among others, source country, brand names and manufacturer.	25	
	C2	Company Profile.		
		Attach a copy of company profile5 marks Organization Structure-with details of responsibilities.....5mks	10	

	C3	Warranty and After sales services. <input type="checkbox"/> 2 years and above (10 marks) <input type="checkbox"/> Below 2 years and above 1..... (5 marks) <input type="checkbox"/> Below one year..... (0 marks)	10	
	C4	<ul style="list-style-type: none"> • Tender document/presented in a required format 5 m. • Pagination/Serializations.....5mks 	10	
GRAND TOTAL			100	

NB:

- Bidders must meet all the mandatory requirements to qualify for general and technical evaluation.
- Bidder **MUST** provide catalogues/Samples for all the products quoted for.
- Bidders must ensure their bid document is well paginated. KIB will not be liable for missing document.
- To qualify for price evaluation, the bidder must score a minimum of 70 points (70%).
- The bidder quoting the lowest price having attained 70% technical score shall be recommended for contract award.
- Any information provided by the bidder may be verified by KIB.
- If information is found to be false, the company will be disqualified.