



**Girls'  
Education  
Challenge**



---

Wasichana Wetu Wafaulu

**ANANDA MARGA UNIVERSAL RELIEF TEAM (AMURT)**

**TENDER DOCUMENT**

**PROCUREMENT AND LOGISTICS SERVICES**

**SUPPLY AND DELIVERY OF SCHOOL UNIFORMS AND SHOES FOR GEC- TRANSITION WWW  
PROJECT SCHOOLS**

**SAMBURU COUNTY**

**TENDER NO.**

**AMURT/ GEC-T-WWW/001/2018**

## TABLE OF CONTENTS

SECTION I: LETTER OF INVITATION .....	4
SECTION II: INSTRUCTIONS TO TENDERERS.....	<b>Error! Bookmark not defined.</b>
A. SPECIFICATION OF SUPPLIES.....	2
B. Other Administration costs.....	2
C. List of schools in Samburu County.....	3
SECTION III: TECHNICAL SPECIFICATIONS .....	4
Terms of Reference .....	4
Schedule of Requirements .....	4
SECTION IV: AMURT TERMS AND CONDITIONS.....	5
1. Closing date and time for submission of tenders .....	5
2. Submission of tenders.....	5
3. Opening of Tenders.....	5
4. Clarification of Tenders .....	5
5. Preliminary Examination .....	5
6. Language of offers.....	6
7. Period of validity of offers.....	6
8. Currency .....	6
9. Cost of Tendering .....	6
11. Tender Prices .....	6
12. Type of contract.....	6
14. Tenderer’s Memorandum .....	7
15. Samples Required .....	7
16. Opening of tenders.....	7
17. Evaluation of tender .....	7
18. Clarification Meeting/Site Visit.....	7
19. Cancellation of the tender procedure .....	8
20. Appeals Process .....	8
21. Data Protection.....	8
22. Donor .....	8
SECTION V: GENERAL CONDITONS OF CONTRACT .....	9
(a) Use of Contract Documents and Information .....	9
(b) Supplier in the performance of the Contract .....	9
(c) Inspection and Tests .....	9

(d) Packing.....	10
(e) Delivery and Documents .....	10
(f) Insurance.....	10
(g) Payment.....	10
(h) Prices.....	10
(i) Assignment.....	10
(j) Subcontracts.....	10
(k) Termination for Default.....	10
(l) Liquidated Damages.....	11
(m) Resolution of Disputes.....	11
(n) Language and Law .....	11
(o) Force Majeure.....	11
SECTION VI: STANDARD FORMS .....	12
A. TENDERER'S RELEVANT EXPERIENCE .....	13
B. TENDERER'S DECLARATION .....	14
C. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM .....	15
D. CONTRACT FORM.....	18
E. LETTER OF NOTIFICATION OF AWARD.....	19
ANNEXE 1 .....	20
ANNEXE 2 .....	21

## SECTION I: LETTER OF INVITATION

**REF: AMURT/ GEC-T-WWW/001/2018**

**Dear Sir/Madam**

**Subject: Tender for supply and delivery of school uniforms and shoes for Samburu County**

With regards to the above-mentioned subject invitation to tender, please find below documents, which constitute the tender report.

- i. Letter of Invitation to tender
- ii. Tender Notice
- iii. Instructions to tender
- iv. Technical Specifications
- v. AMURT Terms and conditions
- vi. General conditions of contract
- vii. Standard forms
- viii. Wasichana Wetu Wafulu Child Protection Policy
- ix. List of schools and number of beneficiaries per school

We look forward to receiving your tender **bid** as per the tender notice instructions.

Mutuku Mutemi

**Procurement Manager**



---

Wasichana Wetu Wafaulu

---

**TENDER NOTICE  
PROCUREMENT AND LOGISTICS SERVICES**

**SUPPLY AND DELIVERY OF SCHOOL UNIFORMS AND SHOES FOR GEC – TRANSITION WWW  
PROJECT SCHOOLS**

Ananda Marga Universal Relief Team (AMURT) is a local non-governmental Organization registered in Kenya in 1993. Currently AMURT runs programs in areas of Health, Education, Agriculture, Environment, community capacity Building and Economic empowerment for youth and vulnerable people in 10 counties across Kenya.

Wasichana Wetu Wafaulu (WWW Project) Let our girls succeed is a 5year 11-month project designed to remove cultural and socio-economic barriers that have prevented / made it difficult for primary school girls in arid and semi-arid lands and urban slums in Kenya transition to Secondary schools. Funded by UKAID, and implemented by a consortium of 5 partners, led by Education Development Trust (EDT). The project works with 72,000 girls currently in classes five to form one to improve school retention and learning outcomes in the 556 schools in the Arid and Semi-Arid counties of **Turkana, Samburu, Marsabit, Kwale, Kilifi and Tana River** and the urban slums of **Nairobi and Mombasa** in Kenya. AMURT is implementing in Samburu and Mombasa counties.

AMURT wishes to invite tenders for the supply and delivery of 120 School Uniforms and Shoes for Samburu County project schools. The bulk of these supplies (90%) will be for the girls. This tender includes the collection of each child's measurements and school uniform samples from the project schools.

Interested suppliers may obtain tender documents through our website at [www.amurtafrica.org](http://www.amurtafrica.org) at a fee of Ksh. 2000 payable through **Equity Bank Account number 1400263149127 Account name Ananda Marga Universal Relief Team, Westlands Corporate Branch**. A copy of the bank deposit slip should be enclosed with the dully filled tender document during submission whereas the original bank deposit slip should be presented during the dropping of the bid. Suppliers must quote **Ref: AMURT/GEC-T-WWW/001/2018** for Samburu county in their applications. Tenders must be received not later than 10am, Monday 10<sup>th</sup> December 2018. Tender opening will be done immediately after Closing of submission, 10 am Monday 10<sup>th</sup> December 2018, at AMURT Nairobi Office, Mountain View Estate. All bidders or/and their representatives are welcome to the opening

Completed tender documents should be addressed to: -  
**Ananda Marga Universal Relief Team  
P.O. Box 29049– 00625,  
Nairobi Kenya, Kenya.**

For any enquiries please contact: [procurement@amurtafrica.org](mailto:procurement@amurtafrica.org)  
Deadline for enquires is 4<sup>th</sup> December2018

## A. SPECIFICATION OF SUPPLIES

Item	Specifications	Quantities per pupil	Total quantities	Unit Cost Inclusive of VAT	Total Amount
<b>Uniform and shoes</b>	<ul style="list-style-type: none"> <li>As per school guidelines &amp; quality</li> <li>With at least one side pocket for girls' skirts/tunics (for privacy when carrying sanitary towels)</li> <li>Uniform sample, color, design and material to be guided and approved by school headmaster/mistress before production</li> </ul>	1 set per pupil (As per County priority guidelines)	120		

The girl's quantity should add up to 108 and Boys to 12 beneficiaries to make a total of 120 uniforms. Each student is entitled to only one set of uniform as per examples provided below for girls and boys and will vary per school.

### Examples of sets for girl's uniforms

- Example 1 of set: Dress, socks, Pullover and shoes  
 Example 2 of Set: Tunic, shirt, socks, Pullover and shoes  
 Example 3 of set: Skirt, shirt, pullover socks and shoes

### Examples of set for boy's uniforms

Example 1 of set: Short, shirt, socks, Pullover and shoes.

## B. Other Administration costs

Item Description	Quantity	Unit Cost	Total
Collection of samples of School Uniforms and data/measurements from the beneficiaries in the schools	13 Schools		
Delivery of Samburu schools' kits to the schools	13 schools		
<b>Grand Total</b>			

## C. Please provide in full the following details:

NO.	Content	Details/Dates

1.	Supplies availability	
2.	Lead time delivery to project schools in Samburu county	
3.	Mode of packaging (one package per child)	
4.	Storage room capacity	
5.	Duration supplier can store goods for AMURT while planning Logistics	

**D. List of schools in Samburu County Number of boys/Girls**

NO.	NAME OF SCHOOL	No. of Boys	No. of Girls	Total
1.	Lempurnai Pri. School	3	4	7
2.	Lpus Pri. School	0	17	17
3.	Lodugokwe Pri. School	1	20	21
4.	Ntepes Pri. School	3	18	21
5.	Ngutuk-Elmuget Pri. School	1	18	19
6.	Laresoro Pri. School	0	2	2
7.	Girgir Pri. School	0	2	2
8.	Sere Olipi Pri. School	0	3	3
9.	Lkisin Pri. School	1	3	4
10.	Nolotoro Pri. School	3	3	6
11.	Kiltamany Pri. School	0	10	10
12.	Lderkesi Pri. School	0	5	5
13.	Lorubae Pri. School	0	3	3
	<b>Total No. of Beneficiaries</b>	12	108	120

## SECTION III: TECHNICAL SPECIFICATIONS

### a. General Requirements

These specifications describe the requirements for goods

**The tenderers MUST present information along with their offers as follows:**

- (i) Shortest possible delivery period of each product to schools.
- (ii) Staff Information on proper representatives and/or workshop for back-up service/repair and maintenance including their names and addresses.
- (iii) Proof of experience in carrying out the proposed production. Submit names/reference of at least three (3) clients where similar services have been successfully implemented within the last three (3) years.
- (iv) Provide a detailed production to delivery plan if awarded the tender.
- (v) Submit a brief company profile indicating expertise in supply, delivery, of the school uniforms in the County and pictures of the supplies in colored form.

The bidder should bear in mind that the work plan proposed should be reasonable simple, robust and within minimum timeline provided. The supplier should be ready to work within those timelines and lack of delivery within proposed work plan will attract a penalty or cancellation of contract.

### b. Terms of Reference

#### Background

WWW project is providing school kits to most vulnerable children as an incentive for families to enroll and retain their children in school and to reduce the financial burden on households. The kits are customized to the needs of the girls.

**Samburu County School Uniforms:** Specifications and uniform samples for selected beneficiary students in the selected primary project schools in Samburu County will be provided by the head teachers of the school to the winning supplier. However, the supplier for purposes of bidding is expected to provide on average the cost of production of the set uniform and work with the number of girls and boys per school to estimate the material costs. This is on the assumption that the supplier is experienced in tailoring school uniforms and is aware of the type of uniforms materials used in the county schools.

### c. Schedule of Requirements

To achieve the objectives of WWW initiative for school kits the following requirements must be adhered to:

- (i) The school uniforms must be of the same quality, fabric/material, color, pattern/print as that of the school approved requirement.
- (ii) The school uniform must be of the same length as required/approved by the school.
- (iii) The school shoes to be provide must be leather and of same/uniform design for girls and same design for Boys. (one design for girls and another for boys).
- (iv) Any mismatch/Errors for the uniforms or shoes should be corrected within a week from the day of notification form AMURT Staff in written form.
- (v) Site visit to acquire the correct school uniform design/color/material will be provided in writing from the main office in Nairobi for the winning bidder only.



## SECTION IV: AMURT TERMS AND CONDITIONS

### 1. Closing date and time for submission of tenders

10<sup>th</sup> Monday December 2018 at 10am

### 2. Submission of tenders

Tenders to be submitted to the tender Box in sealed envelopes marked by company stamp to the below physical address:

Completed tender documents should be addressed to: -

**The Executive Director  
Ananda Marga Universal Relief Team (AMURT)  
P.O. Box 29049– 00625,  
Nairobi Kenya, Kenya.**

Suppliers must quote **Ref: AMURT/ GEC-T-WWW/001/2018** in their applications and Suppliers company name, telephone and email address at the back of the cover envelope.

### 3. Opening of Tenders

- i. AMURT will open all tenders in the presence of tenderers' representatives who choose to attend, on 10<sup>th</sup> December 2018 at 10am and in the location specified in the Invitation to Tender.
- ii. The tenderers' or their representatives are encouraged to attend and will be required to sign a register evidencing their attendance.
- iii. The tenderers' names, tender modifications or withdrawals, tender prices, discounts and such other details as AMURT, at its discretion, may consider appropriate, will be announced at the opening.

### 4. Clarification of Tenders

- i. To assist in the examination, evaluation and comparison of tenders AMURT may, at its discretion, ask the tenderer for 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.
- ii. Any effort by the tenderer to influence AMURT in its tender evaluation, tender comparison or contract award decisions will result in the rejection of the tenderers' tender.

### 5. Preliminary Examination

Prior to the technical evaluation, AMURT will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraph, a substantially responsive tender is one which conforms to all terms and conditions of tendering. AMURT determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

The Preliminary Examination will check for the existence of the following mandatory documents:

- (i) Certificate of registration and KRA PIN certificate

- (ii) Current Year Single Business Permit
- (iii) Valid Tax Compliance Certificate
- (iv) 3 LPOs proving works of similar nature have been done in the past 3 years
- (v) Company profile experienced in School uniform production (colored pictures attached)
- (vi) Latest three (3) months certified bank statements
- (vii) Two (2) recommendation letters from companies previously work for
- (viii) Sample of the products (except uniforms) will be requested from the suppliers who pass the technical evaluation process.

**N/B-All the above documents should reflect the name of the bidding company. Bidders who will not provide copies of the above documents may be disqualified at this stage and will not be allowed to proceed to the technical evaluation stage.**

**6. Language of offers**

Tender should be received in English Language

**7. Period of validity of offers**

This bid will be valid for a minimum of one hundred and twenty (120) days from date of tender submission

**8. Currency**

The currency in this tender should be in Kenyan Shillings (Kshs)

**9. Cost of Tendering**

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

**10. Tender Form**

The Tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the Tender documents, including the sample of goods to be supplied, a brief description of the goods and prices.

**11. Tender Prices**

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. Prices must be inclusive of VAT and any other taxes.

**12. Type of contract**

The contract offer is for specific quantity of supplies and delivery to schools as indicated above in instructions to tender.

**13. Contents**

The tender document comprises the documents listed below, and addenda issued in accordance with Instructions to suppliers

- I. Letter of Invitation to tender
- II. Tender Notice
- III. Instructions to tender

- IV. AMURT Terms and conditions
- V. General conditions of contract
- VI. Tenderer's Relevant Experience
- VII. Tender technical evaluation
- VIII. Tender's Declaration
- IX. List of schools and number of beneficiaries

The supplier 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 supplier's risk and may result in the rejection of its tender.

#### **14. Tenderer's Memorandum**

All tenders submitted shall (mandatory) include copies of the following documents: -

- (a) Current Year County Single Business Permit
- (b) PIN Certificate and VAT certificate of the firm tendering
- (c) A valid tax compliance certificate from K.R.A.
- (d) Last six (6) months' bank statements
- (e) Fully filled tender document and returned in its original form without missing pages.

#### **15. Samples Required**

AMURT requires all the bidders to provide samples for all the products except the uniforms which will be requested from the selected bidder (**after evaluation process**) to from all the 13 project schools in Samburu. The Sample must be approved by the Head teacher representing each school and will be clearly marked with supplier's name for assessment before entering into a contract. A delivery note will be provided as evidence of receipt. The product samples can be collected from our offices at the end of this evaluation process.

#### **16. Opening of tenders**

All tenders will be opened on 10<sup>th</sup> December 2018 at 10am by AMURT procurement committee and bidder or their representatives who choose to attend are welcomed to witness the opening at AMURT Offices-Mountain View, Nairobi. Thereafter AMURT procurement committee will carry on the evaluation of the tender process.

#### **17. Evaluation of tender**

The AMURT procurement committee will evaluate all bids based on specifications, references, capacity, capability, financial and experience factors. Bids will not be evaluated on price alone but also on administrative compliance in order to be qualified. AMURT is not bound to accept the lowest bidder. The decision of the procurement committee will be final and outcome of the tender process will be communication via email.

#### **18. Clarification Meeting/Site Visit**

The procurement committee or its representative will organize site visits to the supplier's premises for further familiarization and clarification.

**19. Cancellation of the tender procedure**

AMURT Procurement committee has the liberty to cancel this process based on valid reasons and will state reasons for such actions.

**20. Appeals Process**

Any appeal by the supplier can be directed to AMURT Regional Director.

**21. Data Protection**

AMURT guarantees that all procurement activities are confidential and transparently documented for internal and donor audit purposes.

**22. Donor**

The purchase of these products is made possible courtesy of grant from the UKaid's Girls Education Challenge

## **SECTION V: GENERAL CONDITIONS OF CONTRACT**

### **Definitions**

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

- i. "The Contract" means the agreement entered into between AMURT and the supplier as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- ii. The term "The Supplier" means the individual or firm supplying the Goods under this Contract to AMURT.
- iii. "The Contract Price" means the price payable to the Tenderer under the contract for the full and proper performance of its contractual obligations.
- iv. "The Goods" means all of the equipment, machinery, and/or other materials, which the Tenderer is required to supply to AMURT under this contract.
- v. "AMURT" means the organization purchasing the Goods under this Contract.

#### **(a) Use of Contract Documents and Information**

The Candidate shall not, without AMURT 's prior written consent, disclose the Contract, or any provision thereof, or any specification, or information furnished by or on behalf of AMURT in connection therewith, to any person other than a person employed by AMURT.

#### **(b) Supplier in the performance of the Contract**

The Supplier shall not, without AMURT 's prior written consent, make public or advertise the fact that it is supplying goods and services to AMURT, nor shall supplier in any way whatsoever use the name and emblem of AMURT or UKaid in connection with its business or otherwise.

#### **(c) Inspection and Tests**

AMURT or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications prior to delivering to the schools provided. AMURT shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the Supplier or its sub-supplier (s), while work is in progress, at point of delivery and/or at the good's final destination. If conducted on the premises of the Supplier or its sub-supplier(s), all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to AMURT.

Should any inspected or tested Goods fail to conform to the specifications, AMURT may reject the goods, and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to AMURT.

AMURT '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 goods having previously been inspected, tested, and passed by AMURT or its representative prior to the goods' delivery.

Nothing in the paragraphs stated above shall in any way release the Supplier from any warranty or other obligations under this contract.

**(d) Packing**

The Supplier shall provide proper packaging of the goods based on sample provided and agreed upon by both parties to prevent their damage or deterioration during transit to their final destination. 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.

**(e) Delivery and Documents**

Delivery of the goods shall be made by the Supplier in accordance with the terms specified by AMURT in its schedule of Requirements and the General conditions of contract.

**(f) Insurance**

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

**(g) Payment**

The method and conditions of payment to be made to the Supplier under this Contract shall be 50% on signing of contract from both parties and second payment of 25% on supply and delivery of uniforms to the delivery point and final 25% on verification of no errors from the student beneficiaries. Payments shall be made promptly by AMURT through Electronic Funds transfer (EFT) as specified in the contract.

**(h) Prices**

Prices charged by the Supplier for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in General conditions of contract, vary from the prices by the Supplier in its Tender.

**(i) Assignment**

The Supplier shall not assign, transfer, sublet or subcontract in whole or in part, its obligations to perform under this Contract, except with AMURT's prior written consent.

**(j) Subcontracts**

The Supplier shall notify AMURT 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 Supplier from any liability or obligation under the Contract.

**(k) Termination for Default**

AMURT may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate this Contract in whole or in part.

- i. If the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by AMURT.
- ii. If the Supplier fails to perform any other obligation(s) under the Contract.
- iii. If the Supplier, in the judgment of AMURT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

**(l) Liquidated Damages**

If the Supplier fails to deliver any or all of the goods within the period (s) specified in the contract, AMURT shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 5% of the price of the undelivered goods up to a maximum deduction of 10% of the undelivered goods. After this the Supplier may consider termination of the contract.

**(m) Resolution of Disputes**

AMURT and the Supplier shall make every effort to resolve amicably by direct informal negotiation 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, the provision of the arbitration Act of the Laws of Kenya shall apply.

**(n) Language and Law**

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

**(o) Force Majeure**

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

## SECTION VI: STANDARD FORMS

### Notes on the sample Forms

**Tenders Relevant Experience-** this form/table must be completed using the format provide to summarize the major relevant supplies/services carried out in the course of the past 3 years. The number of references provided must not be less than 2 companies.

**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.

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

**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.



**A. TENDERER'S RELEVANT EXPERIENCE**

**Tender reference: AMURT/ GEC-T-WWW/001/2018**

<b>NGO/Company Name</b>	<b>Description of Contract</b>	<b>Total Contract Value</b>	<b>Dates</b>	<b>Contact Details in NGO/Co.</b>	<b>Related Services</b>

## B. TENDERER'S DECLARATION

### Form of Tender

Date: -----

Tender No. -----

**Ananda Marga Universal Relief Team**

**P.O. Box 29049 – 00625,**

**Nairobi, Kenya.**

In response to your invitation to tender for the above contract, we, the undersigned, hereby declare that:

1. Having examined and accepted in full the content of the dossier for invitation we hereby accept its provisions in their entirety, without reservations or restriction. We, the undersigned, offer to the Supply and Delivery of **120 School Uniforms and Shoes** in conformity with the said tender documents for the sum of Kshs.....*Amount* *in* *words* (*.....* *.....*) 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 the goods in accordance with the delivery schedule specified.
3. If our tender is accepted we will grant a discount of ..... [%].
4. We agree to abide by this tender for a period of ONE HUNDRED AND TWENTY (120) 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 the period.
5. Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not a bound to accept the lowest or any TENDER you may receive.
7. We confirm that we are not engaged in any corrupt, fraudulent, collusive or collusive or coercive practices and acknowledge that if evidence contrary to this exists, AMURT reserves the right to terminate the contract with immediate effect.
2. The code of conduct to which AMURT expects all of its suppliers to respect is as per the points listed below and we confirm that we adherer to this code.
  - Employment is freely chosen
  - The rights of staff to freedom of association and to collective bargaining are respected.
  - Working conditions are safe and hygienic
  - No exploitation of children is tolerated.
  - Wages paid are adequate to cover the cost of a reasonable living
  - Working hours are not excessive
  - No discrimination is practiced.
  - No harsh or inhumane treatment of staff is tolerated.
  - Environmental Standards are adhered to.

3. We affirm as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of our business in: -
- Waste management
  - Packaging and paper
  - Conservation
  - Energy use
  - Sustainability

Dated this -----day of -----20-----

-----  
*(signature) (In the capacity of)*

Duly authorized to sign tender for and on behalf of

Company Name: -----

Title of Signatory: -----

Email Address-----

Tel. No.-----

Physical Address-----

Company Stamp:

**C. 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. .... Mobile.....

Email .....

Nature of Business,

Registration Certificate No. ....

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

Name of your bankers .....

Branch .....

<b>Part 2 (a) – Sole Proprietor</b>				
Your name in full .....				
Age .....				
Nationality .....				
Country of origin .....				
• Citizenship details .....				
<b>Part 2 (b) Partnership</b>				
Given details of partners as follows:				
	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
<b>Part 2 (c) – Registered Company</b>				
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.

**D. CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between Ananda Marga Universal Relief Team (hereinafter called "AMURT") of the one part and ..... [name of tenderer] of ..... [city and County of tenderer] (hereinafter called "the tenderer") of the other part;

WHEREAS the AMURT 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) Instructions to tender
  - (b) Tender Form and the Price Schedule submitted by the tenderer
  - (c) the Schedule of Requirements
  - (d) the Technical Specifications
  - (e) AMURT education terms and conditions
  - (f) the General Conditions of Contract
  - (g) the Special Conditions of contract; and
  - (h) the AMURT Notification of Award
  - (i) List of schools and number of beneficiaries

In consideration of the payments to be made by AMURT to the tenderer as hereinafter mentioned, the tender hereby covenants with the AMURT to provide the goods and to remedy defects/mismatches/errors therein in conformity in all respects with the provisions of the Contract.

AMURT 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 AMURT)

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

*(Amend accordingly if provided by Insurance Company)*

**E. LETTER OF NOTIFICATION OF AWARD**

Anada Marga Universal Relief Team

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify you 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 14 days of the date of this letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

Mutuku Mutemi

Procurement Manager

SIGNED FOR Regional Director

## **ANNEXE 1**

### **WASICHANA WETU WAFULU CHILD PROTECTION POLICY**

AMURT believes that child protection requires everyone to take responsibility and that every child matter. We recognize that the care, protection and welfare of children is paramount and that all children have the right to be protected from all types of harm.

WWW recognizes that it has a fundamental duty of care towards all children where its programmes and operations facilitate contact with children or have an impact on children. This includes a duty to protect children from harm or risk of harm as a result of misconduct by our staff or partners, of poor practice or of the poor design or delivery of our programmes and operations. We achieve this through compliance with United Kingdom and Kenya child protection laws and the relevant laws in each of the countries where we operate, as well as by adherence to Article 19 of the United Nations Convention on the Rights of the Child (UNCRC) 1989. In this regard, we will require the successful bidder to sign and adhere to the projects child protection policy.



## ANNEXE 2

### TECHNICAL EVALUATION CRITERIA

- a) Responsiveness at preliminary stage shall qualify candidates to technical Evaluation stage.
- b) Minimum score at the technical evaluation stage is 70 marks, Candidates with score of 70 marks and above shall qualify to financial Stage of evaluation.
- c) Scores for each item will not be apportioned except for item S/No 3 (on LPOs/LSOs) as indicated below

The table below contains scores for technical requirements for evaluation.

S/NO	ITEM DESCRIPTION	MARKS AWARDED
1.	The bidder is required to provide documentation on the company profile and management structure, indicating the present holders of positions provided. No of staff available for the project should be emphasized.	10
2.	Certified copy of Bank statement for the last six months.	10
3.	Bidders are required to submit evidence of past experience by submitting three Local purchase orders LPOs or Local service orders (LSO) From reputable firms. LPOs/LSOs should be for supply or service similar or of the same nature as the bid under consideration. Each LPO/LSO will attract 5 marks. Award letters supported with evidence that the contract has been serviced.	15
4.	Local Support Office with contact details	10
5.	Room storage capacity (warehousing before goods are delivered) Please indicate the square meter/feet	10
5.	Recommendation Letters from at least two clients together with a list of firms served, contact person telephone numbers and type of contract.	10
6.	Mode of packaging well indicated.	10
7.	Delivery period, Not more than 6 weeks) 3 weeks – 10marks 4 weeks – 8 Marks 5 weeks – 6 Marks 6 weeks – 4 Marks	10
9.	Tender document (duly filled, signed and stamped)	15
	<b>TOTAL SCORE</b>	<b>100</b>