



Kasneb Towers, Hospital Road, Upper Hill, P.O. Box 41362-00100 NAIROBI
Tel: +254 (020) 4923000, 2712640. Fax: 2712915.
Cellphone: 0722201214, 0734600624
Email: info@kasneb.or.ke. Website: www.kasneb.or.ke

INVITATION FOR TENDERS

**TENDER NUMBER: KAS/PFM/08/2020/2021:
PROVISION OF PROPERTY MANAGEMENT SERVICES
FOR kasneb**

CLOSING DAY AND DATE: Friday, 5 June 2020

CLOSING TIME: 11.00 A.M.

**Mandatory Pre-Bid Meeting/Site Visit
Tuesday, 26 May 2020, 10:00 a.m.**

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SECTION I: INVITATION FOR TENDERS

Date:

TENDER NO. KAS/PFM/08/2020/2021: PROPERTY MANAGEMENT SERVICES FOR Kasneb

kasneb hereby invites Tenderers to submit sealed tenders for the provision of property management services for a period of three (3) years with an option of renewal for an additional three (3) years subject to satisfactory performance at the end of every year.

Interested Tenderers may obtain further information and inspect the tender documents at the kasneb offices situated in kasneb Towers, Hospital Road, Upper Hill, Nairobi during normal working hours between 8.00 a.m. and 2.00 p.m. every day from Monday to Friday.

Interested Bidders may obtain the tender documents from the Supply Chain Management Unit office located at kasneb Towers, Hospital road, Upper Hill, Nairobi between 8:00 a.m. and 2:00 p.m. upon payment of a non-refundable fee of shillings of one thousand (Sh.1,000) only per tender in form of Bankers cheque payable to kasneb. Alternatively, the tender documents may be downloaded from the kasneb website: www.kasneb.or.ke or the National Treasury IFMIS portal: supplier.treasury.go.ke at NO FEE.

Complete tender documents accompanied by a Tender Security of shillings two hundred and forty thousand (Sh.240,000) in the form of a bank guarantee or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) must be enclosed in a plain sealed envelope marked only with the tender number and tender name and addressed to:

**Secretary/Chief Executive Officer,
KASNEB,
KASNEB Towers, Hospital Road, Upper Hill,
P. O. Box 41362-00100,
NAIROBI.**

The tender documents must be submitted in two copies one marked "ORIGINAL" and the other marked "COPY."

The tender documents should be deposited in the Tender box placed next to Supply Chain Management Unit Office at kasneb Towers or be sent to the **Secretary/Chief Executive Officer**, so as to reach the office on or before the closing date and time on **Friday, 5 June 2020 at 11.00 a.m.** Prices shall be quoted in Kenya Shillings and shall remain valid for one hundred and twenty (120) days from the closing date of the tenders.

There will be a **Mandatory Pre-Bid Conference meeting/Site Visits on Tuesday, 26 May 2020, 10:00 a.m., at Kasneb Towers I, Upper Hill, along Hospital Hill, Nairobi.** Bidders will be expected to send only one (1) representative. The names and the Identification details of the Bidders representatives who will attend the meeting shall be forwarded to the following kasneb email addresses: procuretwo@kasneb.or.ke and copied to ceo@kasneb.or.ke and francis.okubo@kasneb.or.ke at least two (2) days before the date of the meeting/site visit.

The tenders will be opened immediately after the closing date and time on **Friday, 5 June 2020 at 11:00 a.m.** at Kasneb Towers and bidders or bidder representatives are invited to witness the opening. Those who intend to attend the opening of tenders session and Pre-Bid Conference MUST ensure they have adequate protective gear and observe the COVID-19 Health and Safety guidelines.

SECRETARY/CHIEF EXECUTIVE OFFICER

SECTION II: INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 kasneb employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and Sub tenderers) 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 kasneb to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kasneb will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 Kasneb shall allow the Tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender document comprise the documents listed below and addenda issued in accordance with clause 2.5 of these Instructions to Tenderers.
 - (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Form of Tender
 - (vi) Price Schedules
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form
 - (ix) Tender security Form
 - (x) Performance Security Form
 - (xi) Anti-Corruption Declaration Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

- 2.4.1 A Tenderer making inquiry of the tender documents may notify Kasneb by post, fax or by email at the Kasneb address indicated in the Invitation for tenders. Kasneb will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 Kasneb shall reply to any clarifications sought by the Tenderer within three (3) days of receiving the request to enable the Tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, Kasneb, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective Tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity may at its discretion extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the Tenderers shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
 - (c) Tender security furnished in accordance with paragraph 2.12.
 - (d) Declaration Form.

2.8 Tender form

The Tenderer shall complete the tender form and the appropriate price schedule furnished in the tender documents, indicating the services to be provided.

2.9 Tender Prices

- 2.9.1 The Tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract. Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.2 Prices quoted by the Tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties in writing. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers eligibility and qualifications

2.11.1 Pursuant to paragraph 2.1. of this document, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

2.12 Tender security

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

2.12.2 The tender security shall not exceed shillings two hundred and forty thousand **(Sh.240,000)**.

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

2.12.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of either:

(a) A bank guarantee from a reputable bank in Kenya.

(b) A guarantee from an Insurance firm approved by the Public Procurement Regulatory Authority (PPRA).

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.4 shall be rejected by kasneb as non-responsive, pursuant to paragraph 2.20.5.

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

2.12.7 The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29.

2.12.8 The tender security may be forfeited:

(a) if a Tenderer withdraws its tender during the period of tender validity.

(b) in the case of a successful Tenderer, if the Tenderer fails to:

(i) Sign the contract in accordance with paragraph 2.28 or

(ii) Furnish performance security in accordance with paragraph 2.29.

2.13 Validity of tenders

2.13.1 Tenders shall remain valid for one hundred and twenty (120) days after the date of tender opening prescribed by Kasneb, pursuant to paragraph 2.18. A tender valid for a shorter period shall be considered non-responsive and will be rejected.

2.13.2 In exceptional circumstances, Kasneb may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and signing of the tender

2.14.1 Kasneb shall prepare one copy of the tender. The Tenderer shall submit the tender in two copies. One copy will be clearly marked "ORIGINAL" and the other one will be clearly marked "COPY," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and marking of tenders

2.15.1 The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be inserted and sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Secretary/Chief Executive Officer, Kasneb, P. O. Box 41362-00100 NAIROBI.
- (b) Bear the tender number and name.

2.15.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kasneb will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for submission of tenders

2.16.1 Tenders must be deposited in the Tender box placed next to Supply Chain Management Unit Office at Kasneb Towers, or be sent so as to be received at Kasneb Towers on or before the closing date and time on **Friday, 5 June 2020 at 11:00 a.m.**

2.16.2 Kasneb may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3, in which case all rights and obligations of Kasneb and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the Supply Chain Management Unit Office.

2.17 Modification and withdrawal of tenders

2.17.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by Kasneb prior to the deadline prescribed for submission of tenders.

- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the tender form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 2.17.5 Kasneb at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 Kasneb shall give prompt notice of the termination to the Tenderers and on request give its reasons for the termination within fourteen (14) days of receiving the request from any Tenderer.
- 2.18. Opening of tenders**
- 2.18.1 The tenders will be opened immediately after the closing date and time on **Friday, 5 June 2020 at 11.00 a.m.** in the Kasneb Towers Conference Hall in the presence of Tenderers' representatives present.
- 2.18.2 The Tenderers' representatives present shall sign a register evidencing their attendance, wear adequate protective gear and comply with COVID-19 health and safety guidelines.
- 2.18.3 The Tenderers names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as at its discretion may consider appropriate, will be announced at the opening.
- 2.18.4 Kasneb will prepare minutes of the tender opening, which will be submitted to Tenderers that signed the tender opening register and will have made the request.
- 2.19 Clarification of Tenders**
- 2.19.1 To assist in the examination, evaluation and comparison of tenders Kasneb may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the Tenderer to influence Kasneb in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers' tender.
- 2.20 Preliminary examination and responsiveness**
- 2.20.1 Kasneb will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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 by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.

- 2.20.3 Kasneb may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20 Kasneb 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. Kasneb's determination of a tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.
- 2.21 **Conversion to single currency**
Where other currencies are used Kasneb will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.
- 2.22. Evaluation and comparison of tenders**
- 2.22.1 Kasneb will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.2 Kasneb's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) Operational plan proposed in the tender.
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.
- 2.22.3 Pursuant to paragraph 2.22.2, the following evaluation methods will be applied.
- (a) Operational Plan**
Kasneb requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than Kasneb's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule**
Tenderers shall state their tender price for the payment on the schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. Kasneb may consider the alternative payment schedule offered by the selected Tenderer.
- 2.22.4 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23 Contacting Kasneb

- 2.23.1 Subject to paragraph 2.19 no Tenderer shall contact Kasneb on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a Tenderer to influence the members of staff of Kasneb in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.24 Post-qualification

- 2.24.1 Kasneb will verify and determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 2.11.2, as well as such other information as Kasneb deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Kasneb will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
- 2.24.4 Tenderers whose firms are owned by Youth, Women or Persons with Living with Disabilities shall be required to provide a valid copy of certification from the National Treasury.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 Kasneb will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the Tenderer shall have the following: -
- (a) Necessary qualifications, capability, experience, services, equipment and facilities to provide the services being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.26 Kasneb's Right to accept or Reject any or all tenders

- 2.26.1 Kasneb 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.
- If Kasneb determines that none of the tenders is responsive, Kasneb shall notify each Tenderer who submitted a tender.
- 2.26.2 Kasneb shall give prompt notice of the termination to the Tenderers and its reasons for the termination within 14 days of receiving the request from any Tenderer.

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

2.27 Notification of Award

2.27.1 Prior to the expiry of the period of tender validity, Kasneb will notify the successful Tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the Tenderer and Kasneb pursuant to clause 2.28. Simultaneously the other Tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, Kasneb will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 Signing of contract.

2.28.1 Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to Kasneb.

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

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

2.29 Performance security

2.29.1 The successful Tenderer may be required to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to Kasneb.

2.29.2 Failure by the successful Tenderer to comply with the requirement of paragraph 2.29.1 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Kasneb may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or fraudulent practices

2.30.1 Kasneb requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A Tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 Kasneb 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.

Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the procurement of Property/Facility management services shall complement, supplement or amend the provisions on the instructions to tenderers.

Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix, herein shall prevail over those of the instructions to tenderers.

Instruction to Tender Reference	Particulars to Appendix to instruction to Tenders
2.1	Indicate eligible Tenderers: Only for companies Registered and licensed Institute of Surveyors of Kenya and/or Real Estate Agents or its equivalent.
2.1.3	Qualification Information statement: This shall not be required
2.2.2	Price to be charged for tender documents. Sh.1,000/=
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of:-
	(i) Certificate of Registration under the companies Act, No. 17 of 2015
	(ii) Copy of valid Registration with the Institute of Surveyors of Kenya and/or Real Estate Agents.
	(iii) Certificate of valid tax compliance
	(iv) Audited Accounts for the last three (3) years
	(v) Properly filled Confidential Business Questionnaire
2.12.1	Particulars of tender security: Shall be valid for an additional ninety (90) days after the expiry of the tender validity period.
2.12.4	Form of Tender Security. The Tender Security shall be in the form of a guarantee from a reputable bank or an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA).
2.13	Validity of Tenders: Tenders shall remain valid for one hundred and twenty (120) days after the date of opening.
2.16.1	Deadline for Submission of Tenders: Friday, 5 June 2020 at 11:00 a.m.
2.16.3	Bulky Tenders that will not fit in the tender box shall be delivered to the Supply Chain Management Unit and will be signed for if required.
2.18.1	Date and Time for Tender Opening: Friday, 5 June 2020 at 11:00 a.m

Evaluation and Comparison of Tenders:

The proposals will be evaluated in three stages as follows:

(A) Stage One: Mandatory Requirements:

- (a) Copies of the Audited Accounts for the last three (3) years.
- (b) A valid certification from the National Treasury for the entities owned by youth, women and persons with disabilities.
- (c) Valid Tax Compliance Certificate from Kenya Revenue Authority.
- (d) Certificate of Registration/Incorporation.
- (e) Copy of certified current CR 12 by Commissioner of Oaths
- (f) Documentary evidence that the firm is registered as real estate agents with the Estate Agents Registration Board.
- (g) Duly filled and stamped Confidential Business Questionnaire (Attached)
- (h) Duly filled Anti-Corruption Declaration Commitment Pledge (attached)
- (i) Evidence of Site Visit Duly Issued by Kasneb (*Certificate Attached*)
- (j) Tender Security of Sh. 240,000.

(Indicate the page numbers where the above are attached in your submitted tender document)

Failure to submit copies of any of the above listed mandatory requirements shall lead to the firm being declared as non-responsive, hence shall not qualify to proceed to the technical evaluation stage.

(B) Stage Two: Technical Evaluation (Total Points 100)

No.	Item Description	Scores
1	Specific experience of the firm in the last five (5) year	[30]
(a)	Relevant experience of the bidder related to the assignment (Property/Facility Management), attaching value of contracts handled and references from five (5) firms over the last three years (Include details of client, contact person and year service provided and attach contracts/letters of recommendations. This to include actual services provided by your staff.	25
(b)	Proof that the property management firm is in compliance with relevant regulatory framework.	5
2	Professional Qualification and experience of the contact officer/Team leader <ul style="list-style-type: none"> • Relevant Degree qualification – 2.5 points • Registered with relevant Authority – 2.5 points • Membership/registration to Professional bodies-2.5 points • Demonstrate technical experience (over 5 years) in real property management by at least one Director or partner-5 points 	12.5
3	Professional Qualification and relevant experience of four (4) other technical personnel as outlined below (Key: team comprising varied level of expertise in the under listed areas) <ul style="list-style-type: none"> • Architects – 2.5 points • Quantity Surveyors - 2.5 points • Electrical Technicians - 2.5 points • Mechanical Technicians– 2.5 points • Plumbing and Drainage experts – 2.5 points • Business Administration and Management – 2.5 points • Other considerations as provided below 2.5 points <p>Key: demonstrate technical experience in real property by at least three managers of five (5) years. Attach KNEC or equivalent certificate or its equivalent for technician who will be responsible for requisite repairs</p> <p>-Provide a summary table indicating name of team member, position and task assigned.</p> <p>-Documentary evidence that the team leader or respective team members given nature of task assignment are current certified members of the Institute of the Surveyors of Kenya</p>	17.5

	4	Methodology and work plan: (Use KASNEB form Y) Principle of work statement and details of how work shall be performed managed and reported. This should include but not limited to assignment of manpower, supervision of staff, provision for back up staff, recruitment and replacement of personnel and feed back to employer on incidents. Key: <ul style="list-style-type: none"> • Demonstration of modern approaches and techniques to carry out assignment • Demonstration of flexible processes that can be tailored to the assignment • Provide a detailed Work plan with a timeline of when the bidder will complete the tasks under this assignment 	10
		<ul style="list-style-type: none"> • Marketing and Letting plan • Plan by the bidder to achieve maximum return on the lettable spaces • Property management plan 	10
	5	A property management system to provide requisite data analysis and reports	5
	6	Provide evidence of professional indemnity cover of Khs.10 Million.	5
	7	Equipment: (Use KASNEB form Z) Adequacy of equipment e.g. vehicles, tools and other relevant facilities. Tenderers shall be required to: - Provide proof of ownership. Provide list of appropriate equipment-	10
	Total Scores		100
	Please indicate the page numbers where each document/response shall be found in your submitted tender document. ALL the Pages of the Submitted Tender Document Must be Paginated/Serialized .		
To qualify to proceed to the financial evaluation stage the firm must have scored 70 points and above.			
(C) Stage Three: Financial Evaluation			
<ul style="list-style-type: none"> • The financial evaluation and final ranking of the bids will take into consideration the following among others: <ul style="list-style-type: none"> (i) The property management fee. (ii) Payment of wages for cleaners and gardeners. (iii) Provision of cleaning, cleaning materials and equipment required to undertake cleaning and gardening. (iv) Guidelines on fees provided by the Estate Agents Act Cap 533 Laws of Kenya and industry best practices (v) All applicable taxes. • The Evaluation Committee will determine whether the financial proposals are complete. • The Quality Cost Method of evaluation shall be used to determine the lowest evaluated bidder. • The fixed monthly management fee shall include provision of services outlined under schedule of requirements. <p>The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price/fee indicated in the price schedules of the financial proposal as submitted shall prevail.</p>			
2.25	Award of Contract: The Contract will be awarded: Provision of Property Management services: KAS/PFM/08/2020/2021		
2.29	Particulars of performance security if applicable. 10% of the tender sum		

Please note the following:

- (i) A brief explanation will be required on measures to be taken by the Tenderers in the event that services are not provided because of unforeseen circumstances such as strikes by employees, riots etc.
- (ii) Kasneb may visit Tenderers premises to carry out due diligence where tenders have been determined to be substantially responsive.
- (iii) Items for which no rate and/or price is entered by the Tenderer will not be paid for by Kasneb when executed and shall be deemed to be covered by the other rates and prices.
- (iv) Kasneb reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) **“The contract”** means the agreement entered into between Kasneb and the Tenderer, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The contract price”** means the price payable to the Tenderer under the contract for the full and proper performance of its contractual obligations.
- (c) **“The services”** means all of services to be provided by the Tenderer including any documents, which the Tenderer is required to provide to Kasneb under the Contract.
- (d) **“The Tenderer”** means the individual or firm providing goods and services under this contract
- (e) **“The GCC”** means the General Conditions of Contract contained in this section
- (f) **“The SCC”** means the Special Conditions of Contract
- (g) **“Day”** means calendar day

3.2 Application

These general conditions shall apply in all contracts made by Kasneb for the procurement of goods and services.

3.3 Standards

The services provided under this contract shall conform to the standards mentioned in the specifications.

3.4 Use of contract documents and information

- 3.4.1 The Tenderer shall not, without Kasneb’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Kasneb in connection therewith, to any person other than a person employed by the Tenderer in the performance of the contract.
- 3.4.2 The Tenderer shall not, without Kasneb’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the contract itself, enumerated in paragraph 2.4.1 shall remain the property of Kasneb and shall be returned (all copies) to Kasneb on completion of the Tenderer’s performance under the contract if so required by Kasneb.

3.5 Patent rights

- 3.5.1 The Tenderer shall indemnify Kasneb against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by Kasneb.

3.6 Performance security

- 3.6.1 Within fourteen (14) days of receipt of the notification of contract award, the successful Tenderer shall furnish to Kasneb the performance security of 10% of the contract value in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the tender document or any other form acceptable to Kasneb.

- 3.6.2 The proceeds of the performance security shall be payable to Kasneb as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the contract and shall be in the form of either:
- (a) A bank guarantee from a reputable bank in Kenya.
 - (b) A guarantee from an Insurance firm approved by the Public Procurement Regulatory Authority (PPRA).
- 3.6.4 The performance security will be discharged by Kasneb 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.

3.7 Delivery of services and documents

Delivery of the services shall be made by the Tenderer in accordance with the terms specified by Kasneb in the schedule of requirements and the special conditions of contract

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the Tenderer under this Contract shall be specified in SCC.
- 3.8.2 Payment shall be made promptly by Kasneb, but in no case later than thirty (30) days after submission of a valid invoice or claim by the Tenderer.

3.9 Prices

- 3.9.1 Prices charged by the Tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Tenderer in its tender or in Kasneb's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written consent signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.
- 3.9.4 Price variation requests shall be processed by Kasneb within 30 days of receiving the request.

3.10 Assignment

The Tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with kasneb's prior written consent.

3.11 Termination for default

- 3.11.1 Kasneb 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 services within the period(s) specified in the contract, or within any extension thereof granted by Kasneb.
 - (b) If the Tenderer fails to deliver the services of the specified quality.
 - (c) If the Tenderer fails to perform any other obligation(s) under the contract.
 - (d) If the Tenderer, in the judgment of Kasneb, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event Kasneb terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Tenderer shall pay Kasneb for any excess costs for such similar services. However, the Tenderer shall continue performance of the contract to extent not terminated.

3.13 Termination for convenience

3.13.1 Kasneb by written notice sent to the Tenderer, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the Tenderer of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination Kasneb may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

3.14 Resolution of disputes

3.14.1 Kasneb and the Tenderer shall make every effort to resolve any disagreement or disputes arising between them under or in connection with the contract.

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

3.15 Governing language

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

3.16. Applicable law

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

3.17 Force majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by Post or Email or Hand Delivery and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC) as relates to the General Conditions of Contract (GCC)

Reference to general conditions of contract	Special conditions of contract
3.6 Performance security	10% of tender sum
3.7 Delivery of Services	For a contract period of three (3) years with a possibility of renewal subject to satisfactory performance and mutual expressed agreement between Kasneb and the contracted service provider.
3.8 Payment	<p>The fixed monthly property management fee for Kasneb Tower I throughout the entire contract period after the services have been rendered and upon submission of duly signed and certified invoices and approved monthly reports.</p> <p>The fixed monthly property management fee paid shall be less applicable taxes. Details of the payment shall be discussed and agreed with the successful applicant.</p> <p>For Kasneb Towers II, payment shall be based on the rates provided in the Price Schedules and the option of the Price schedules agreed upon between the Kasneb and the Service Provider</p>
3.9 Price adjustment	No price adjustments shall be allowed. However, the property/facility management may provide details for any additional services including costs for items not stated in the tender document but considered essential.
3.16 Applicable law	Laws of Kenya
3.18 Notices	<p>Secretary/Chief Executive Officer KASNEB, KASNEB Towers, Hospital Road, Upper Hill, P. O. Box 41362-00100, NAIROBI.</p>

There will be a **Mandatory Pre-Bid Conference meeting/Site Visits** on **Tuesday, 26 May 2020, 10:00 a.m., at Kasneb Towers I, Upper Hill, along Hospital Hill, Nairobi.** Bidders will be expected to send only one (1) representative. The names and the Identification details of the Bidders representatives who will attend the meeting shall be forwarded to the following kasneb email addresses: procuretwo@kasneb.or.ke and copied to ceo@kasneb.or.ke and francis.okubo@kasneb.or.ke at least two (2) days before the date of the meeting/site visit.

SECTION V: SCHEDULE OF REQUIREMENTS

5.1 BACKGROUND INFORMATION

5.1.1 Legal framework

kasneb was established as a state corporation under the National Treasury by the Government of Kenya on 24 July 1969. The establishment and operations of kasneb are governed by the following main Acts:

- (a) The Accountants Act, No.15 of 2008 (which repealed the Accountants Act. Cap 531 of 1977).
- (b) The Certified Public Secretaries Act of Kenya Act, Cap 534 of 1988.
- (c) The Investment and Financial Analysts Act, No. 13 of 2015.

5.1.2 Mandate

The mandate of kasneb is the development of syllabuses; conduct of professional, diploma and certificate examinations and certification of candidates in accountancy, finance, credit, governance and management, information technology and related disciplines; promotion of its qualifications nationally, regionally and internationally and the accreditation of relevant training institutions in liaison with the ministry in charge of education.

5.1.3 Vision

Global leader in examination and certification of business professionals.

5.1.4 Mission

Empowering professionals globally by offering quality examinations and undertaking research and innovation.

5.1.5 Examinations

kasneb currently offers five (5) professional examinations, three (3) diploma examinations and one (1) certificate examination leading to the following qualifications:

(a) Professional qualifications

- (i) Certified Public Accountants (CPA).
- (ii) Certified Secretaries (CS).
- (iii) Certified Information Communication Technologists (CICT).
- (iv) Certified Investment and Financial Analysts (CIFA).
- (v) Certified Credit Professionals (CCP).

(b) Diploma qualifications

- (i) Accounting Technicians Diploma (ATD).
- (ii) Diploma in Information Communication Technology (DICT).
- (iii) Diploma in Credit Management (DCM).

(c) Certificate qualification

Certificate in Accounting and Management Skills (CAMS).

The examinations are administered throughout the Republic of Kenya and in foreign countries through the Kenya High Commissions, Embassies and Consulates.

The examinations are currently offered twice a year in May and November.

5.1.6 Organisation Structure

The organisation structure of kasneb is contained in the Corporate Strategic Plan (2017-2022). The authority of each division and unit is assigned by the Secretary/Chief Executive Officer. kasneb is divided into three (3) divisions and six (6) units namely:

- Examinations Division.
- Finance Division.
- Human Capital and Administration Division.
- Information Communication Technology Unit.
- Internal Audit and Risk Unit.
- Marketing and Communications Unit.
- Planning and Strategy Unit.
- Supply Chain Management Unit.
- Legal and Compliance Unit.

kasneb has 107 members of staff, of whom 98 are based at kasneb Towers, Upper Hill, Nairobi, 8 at various Huduma Centres across the country and 1 based at the kasneb branch office in Kigali, Rwanda.

5.2 OFFICE PREMISES

5.2.1 Current occupancy

5.2.1.1 kasneb Towers I

The office space is occupied by kasneb (Landlord) and one (1) tenant who manages the Kiosk. The rest of the space is occupied by the Landlord, kasneb.

5.2.2.2 kasneb Towers II

- (a) kasneb Towers II, is a new office block comprising 18 levels as follows:
 - (i) Seven (7) No. Basement, ground floor and Mezzanine parking levels comprising a total of 233 parking bays.
 - (ii) Two (2) No. Multi-purpose Hall levels.
 - (iii) One (1) Restaurant
 - (iv) One (1) No. Gym and Recreation level.
 - (v) Eight (8) Office levels.
- (b) The parking bays reserved for use by kasneb shall be 76 as follows:
 - (i) Two (**2 bays**) in basement 5.
 - (ii) Two (**2 bays**) in basement 4.
 - (iii) Twenty-eight (**28 bays**) in Basement 3.
 - (iv) Thirty-five (**35 bays**) in Basement 2.
 - (v) Nine (**9 bays**) in Basement 1.
- (c) kasneb will provide suitable Office space for the Property Manager.
- (d) While kasneb intends to use part of the building, it is estimated that the following facilities will be available to let:
 - (i) Car parking space: 157 number parking bays.
 - (ii) Office space including common areas: 6,195 Square meters located from the fifth floor to eleventh floor.

The space use per floor is as follows:

No.	Floor	Main Usage
1	Basement 5	Parking (26 bays) Note: Two (2) bays used as convertible stores for The Landlord
2	Basement 4	Parking (37 bays) Note: Two (2) used as convertible stores for The Landlord
3	Basement 3	Parking/Street level drive out (28 bays)
4	Basement 2	Parking/Street level drive in (35 bays)
5	Basement 1	Parking (39 bays)
6	Ground floor	Main Building Reception Parking/Street Level Walk in (34 bays)
7	Mezzanine Floor	Parking (34 bays)
8	First Floor	Reception desk, Restaurant (currently leased occupying 5,751 sq. ft) Multipurpose Hall
9	Second Floor	Multipurpose Hall Gallery and kasneb Offices
10	Third Floor	Gym (has prospective client 11,750 sq.ft)
11	Fourth Floor	kasneb offices
12	Fifth Floor	-Three tenants occupying a total floor space of 4,867.07 sq. ft • Lettable office space 5,049.1 sq. ft
13	Sixth Floor	One tenant occupying 950 sq. ft • Lettable office space 8,937.86 sq. ft
14	Seventh Floor	• Lettable office space 9,761.91
15	Eighth Floor	One tenant occupying 950 sq. ft • Lettable office space 8,870.28 sq. ft
16	Ninth Floor	• Lettable office space 9,834.44 sq. ft
17	Tenth Floor	Two tenants occupying 3,265 sq. ft • Lettable office space 6,514.52 sq. ft
18	Eleventh Floor	• Lettable office space 10,174.33 sq. ft
19	Roof Top Level	Roof Slab/Water Tanks/kasneb use

Note: Total Lettable space at kasneb Towers II **86,675.51 sq. ft (Inclusive of occupied space)**

* The Estimated Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest Evaluated Bidder.

5.3 OBJECTIVE OF THE CONSULTANCY

To identify a suitable facilities/property manager with specialised knowledge, experience and qualified personnel capable of carrying out the letting and management of kasneb property to ensure optimal functionality of the premises and maximum revenue on the property to enable the organization to achieve its mandate and strategic objectives.; on a contractual basis for a period of three (3) years renewable subject to annual performance appraisal. The successful tenderer shall provide:

- (a) Leasing and management services for Kasneb Towers II.
- (b) Management services for Kasneb Towers I.

5.4 SCOPE OF THE PROPERTY MANAGEMENT SERVICES

The services to be provided by the successful applicant shall include but not limited to the following:

5.4.1 Leasing and managing services

- (a) Leasing of office space and car park facilities.
- (b) Preparation, execution and registration of leases.
- (c) Projections and collection and remittance of rental income, parking fee and service charge administration.
- (d) Maintenance of rent and service charge registers.
- (e) Preparation of monthly management reports.
- (f) Preparation of annual expense budgets that should follow the procuring entity's financial year calendar.
- (g) Administration of the service charge account.
- (h) Carrying out semiannual market rent surveys.
- (i) Marketing of the lettable space and negotiating leases.
- (j) Payment of utility bills such water and electricity.
- (k) Routine maintenance and repair of building parts in consultation with the procuring entity.
- (l) Liaison with the procuring entity's lawyers to resolve any relevant legal matters.
- (m) Any other duties that are in line with best practice in relation to property management.

5.4.2 Cleaning services

- (a) Management of utility services including cleaning of washrooms and common areas including but not limited to: stair cases, elevator, landings, balconies, walls, roofs halls, glass panels, storages, refuse disposal areas and parking bays, grounds upkeep (gardening and mowing of the lawn), advising on provision of safety and security of the property and staff, general repairs and maintenance, maintenance of water dispensers, cleaning of windows, fumigation and pest control on a quarterly basis and carpeted areas in the offices as and when required. Sanitary and toiletry services, cleaning of signage and facades.
- (b) Supervising garbage collection.
- (c) Supervising landscaping services.
- (d) Evaluation of quality of service in accordance with the agreed service level.

5.4.3 Maintenance

- (a) Provision of bills of quantities for minor works, repairs and services as and when required. Supervision of maintenance contracts procured by KASNEB Maintenance will include servicing and repair of generators, lifts, air conditioners and mechanical ventilation systems, water pumps, building maintenance units, CCTV cameras and fire safety equipment. Supervision shall be geared towards:
 - (i) Ensuring minimal downtime for equipment.
 - (ii) Ensuring that maintenance and repair cost are kept at the minimum.
 - (iii) Ensuring best quality services to tenants.
 - (iv) Ensuring prompt settlement of bills.

- (v) Undertaking repairs and maintenance for amounts not exceeding shillings thirty thousand (Sh.30,000) only which shall be reimbursed on a monthly basis. Expenditure to be incurred shall be approved by KASNEB before commencement of works and will include but not limited to masonry, plumbing, carpentry and electrical works.
 - (vi) Provision of at least three (3) competitive quotations for works and services which cost more than shillings thirty thousand (Sh. 30,000) only.
- (b) Provide the following services:
- (i) Supervise minor electrical repairs and replacement of bulbs and other related items.
 - (ii) Plumbing repairs and replacements, repainting/redecoration and replacement of damaged floor tiles, door locks.
 - (iii) Water pipe leakage repairs
 - (iv) Carry out regular inspections to ensure the subcontracted service are performing at optimum levels.
 - (v) In conjunction with Kasneb develop a maintenance policy and programme.
 - (vi) Carry out an initial assessment of repairs/renovation specifications and obtain approval by Kasneb to expend from the service charge account.
 - (vii) Prepare comprehensive annual maintenance budgets.

Kasneb will contract service providers for the above services in consultation with the facilities/property manager.

5.4.5 Guarding services

Kasneb will appoint contractors for provision of guarding services considering the service charge budget and recommendations by the property manager.

The deployment of guards will be in two sets as follows:

- (a) For the common user spaces of the building.
- (b) For the spaces occupied by Kasneb.

It is expected that Kasneb will coordinate and supervise the overall operations of guarding services.

5.4.6 Other requirements

The property manager will also be expected to:

- (a) Advise Kasneb on the real estate scenario.
- (b) Submit quarterly reports to Kasneb on the status of the property.
- (c) Provide equipment, materials, adequate uniforms and protective gear to cleaners and gardeners as appropriate and in accordance with legal requirements where applicable; the cost of which should be factored in the management fee.

5.4.6 Duration of the contract

The contract shall run for three (3) years subject to annual appraisal and may be renewed subject to satisfactory performance.

5.4.7 Registration by the National Treasury

For entities owned by Youth, Women and Persons with Disabilities shall be required to provide a valid copy of certification from the National Treasury. (Not Mandatory)

5.5 In addition to the description of items under clause 5.4 on page 24 and 25, the bidders shall be required to give response/confirmatory statements on the items listed in the table below:

Scope of Property Management Services	Bidders Response/Confirmatory Statement
a) To market and let the property on terms and conditions as provided by the Landlord (client). This to include lease administration of the property and negotiation of terms of lease.	
b) Collection and remittance of rental income. This includes demand and recovery of rental and all other sums payable by tenants and issue receipts. In this regard take all necessary steps whether by legal action or otherwise to recover any rental sums in arrears.	
c) Establish, maintain rent accounts, conduct property inspections and provide regular reports on the same.	
d) To sign and give lawful notices to any tenant of the said buildings, to vacate or to repair or to abate a nuisance or to remedy a breach of any condition in an agreement of lease and accept surrenders of leases or tenancies in consultation with the Landlord.	
e) Service charge administration. Coordinate and certify for payment all items under the service charge account including, electricity, water, cleanliness and related standard payments.	
f) To advise the Landlord on rates, taxes, charges, expenses and other expenditures which may from time to time be payable by or chargeable upon the Landlord for on account of the said buildings. To this end, make payments where applicable given the service charge account.	
g) To make and sign applications to the appropriate government department or county authority for all licenses, permissions and consents required by any act, regulation or by law in connection with the management of the said buildings and property.	
h) To employ a reasonably sufficient number of employees in consultation with the Landlord or an independent contractor to keep the public portions (common areas) of the said buildings at all times clean and tidy. In this regard, manage utility services including cleaning of washrooms and common areas including but not limited to: staircases, elevator, landings, balconies, walls, roofs, halls, glass panels, storages, refuse disposal areas and parking bays, grounds upkeep (gardening and mowing of the lawn), advising on provision of safety and security of the property, staff and other stakeholders; cleaning of windows on a need basis and carpeted areas in the offices as and when required.	

Scope of Property Management Services	Bidders Response/Confirmatory Statement
i) Maintain high levels of sanitation and hygiene in the said buildings.	
j) Provision of equipment, materials, adequate uniforms and protective gear to cleaners and gardeners as appropriate and in accordance with legal requirements where applicable.	
k) Coordination/supervision of contracted service providers including but not limited to guarding services, sanitation services amongst other related services	
l) Advising kasneb on the real estate scenario. This to include undertaking market survey to determine the target market and optimal pricing including the most appropriate marketing incentives.	
m) Submission of monthly tenancy reports by the fifth day of the subsequent month to keep management updated on the occupancy status and related issues.	
n) Submission of monthly reports on the status of the property market on the fifth day of every month.	
o) Provision of bills of quantities for minor works, repairs and services as and when required.	
p) From time to time inspect the condition and state of repairs of the buildings Undertaking repairs and maintenance for amounts not exceeding shillings thirty thousand (Sh.30,000) which shall be reimbursed on a monthly basis. Expenditure to be incurred shall be approved by kasneb before commencement of works and will include but not limited to masonry, plumbing, carpentry and electrical works.	
q) Provision of at least three (3) competitive quotations for works and services which cost more than shillings thirty thousand (Sh.30, 000).	
r) Carry out regular inspections to ensure sub-contracted service providers are performing at optimum levels.	
s) Shall Provide Marketing and Letting Plan	
t) Shall provide a Plan aimed at ensuring the Landlord Obtain Maximum Return on the spaces	
u) Shall provide Property Management Plan	
v) Fees charged shall not exceed fees proposed by the Estate Agents Act Cap 533 Laws of Kenya.	

5.6 Responsibilities

5.6.1 Kasneb Responsibility

kasneb will provide any information to the successful bidder that may be necessary for undertaking the assignment.

5.6.2 Bidder Responsibility

It is worthy noting that the **COVID-19** Pandemic has brought forth unprecedented changes in conducting business. Key to these changes is the need to re-think personal and public hygiene. Health and safety is at the forefront and it is expected that bidders demonstrate how they will meet the new expectations with regard to high level of hygiene standards embracing the concept of “low touch” and ensuring safety of the key stakeholders of the Landlord.

SECTION VI: STANDARD FORMS

Notes on the standard Forms

- 6.1 **FORM OF TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorised representatives of the tenderer.
- 6.2 **PRICE SCHEDULE FORM** - The price schedule form must similarly be completed and submitted with the tender.
- 6.3. **CONTRACT FORM** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
- 6.4 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM** - This form must be completed by the tenderer and submitted with the tender documents.
- 6.5 **TENDER SECURITY FORM** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
- 6.6 **PERFORMANCE SECURITY FORM** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6.7 **LETTER OF NOTIFICATION OF AWARD** –The letter shall be written to the successful bidder.
- 6.8 **ANTI CORRUPTION DECLARATION FORM** - The form should be duly filled, **stamped** and submitted.

6.1 **FORM OF TENDER**

Date: ----- 2020
Tender No. KAS/PMS/08/2020/2021
Property Management Services

To: Secretary/Chief Executive Officer
Kasneb
P. O. Box 41362-00100
NAIROBI.

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda No. _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for _____ in conformity with the said tender documents for **Kasneb Towers I and for Kasneb Towers II in accordance with** total tender amount in words and figures in the attached Price Schedules 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 provide the services of the Provision of Property Management Services for Kasneb Towers II and Kasneb Towers II in accordance with the delivery schedule specified in the Schedule of Requirements and details of the scope of services to be undertaken by the property manager.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the contract price for the due performance of the contract in the format prescribed by Kasneb.

We agree to abide by this tender for a period of ninety (90) days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the contract by the parties.

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

Dated this _____ day of _____ 2020.

(Signature) _____ (in the capacity of) _____
Duly authorised to sign tender for and on behalf of: _____

6.2 **PRICE SCHEDULES:**

**Price Schedule 1:
Kasneb Towers II**

No.	Detailed description	(Fees in % or amount) Inclusive of VAT and All Applicable Costs	Frequency	Additional Information	Remarks (if any)
1	Letting of vacant spaces		Once	Annual rent for new tenant	
2	Preparation, execution and registration including renewal of expired leases		Once	Annual rent	
3	Re-letting fees		Monthly	Gross monthly Service charge amount	
4	Fees on rent collection		Monthly	Gross monthly Collections	
5	Parking fees		Monthly	Gross monthly Parking collections	
6	Finder's fee		Once	Per transaction	
7	Other costs please specify (if any)				

**Price Schedule 2:
Kasneb Towers I**

Detailed description	Amount inclusive of VAT and All Applicable Costs	Remarks
Fixed monthly property/facility management fee		

**Price Schedule 3:
Kasneb Towers II (New) Option One (1)**

Detailed description	Amount inclusive of VAT and All Applicable Costs	Remarks
Fixed monthly property/facility management fee		

Kasneb Towers II (New) Option Two (2)

Detailed description	Frequency	Fees in % of Gross Monthly Rent Collection Amount inclusive of VAT and All Applicable Costs	Remarks
Property/facility management fee	Monthly		

- The financial proposal should be clearly presented strictly using the above format/schedules/forms. **All the** above Price Schedules and Options **MUST** be filled and submitted. Kasneb shall have the discretion to settle on the most competitive/appropriate option.
 - **Kasneb Tower I:** The property/facility management fees shall be inclusive of the following among others: payment of wages for workers, cleaners and gardeners, provision of adequate uniforms, protective gear, cleaning materials and equipment required to undertake cleaning and gardening. Cleaning of common areas/windows is key.
 - Propose an accounting process and framework for reimbursable expenses.
 - State validity into the future of the quoted rates and highlight key factors that would form basis for proposing revisions in the future.
 - Any monies collected on behalf of Kasneb shall be remitted to Kasneb using a mode agreed upon by both parties.
 - The fees charged should not exceed fees proposed by the Estate Agents Act Cap 533 Laws of Kenya.
- Authorised by:**

Name: Signature: Date:

Designation: Company Stamp:

6.3 CONTRACT FORM

THIS AGREEMENT is made the ___ day of _____ 2020 between Kasneb of P. O. Box 41362 - 00100 NAIROBI of the one part and _____ (name of tenderer) of P. O. Box _____ (City and country of tenderer) hereinafter called "the tenderer" of the other part;

WHEREAS Kasneb invited tenders for Provision of _____ and has accepted a tender by the tenderer for the provision of the services in the sum of sh _____ for **Kasneb Towers I** and sum of sh _____ for **Kasneb Towers II** as fixed monthly Property Management fees (contract price in words and figures) (hereinafter called "the Contract consideration) and other fees as per the details in the attached **Price schedules**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Tender form.
 - (b) Price Schedules
 - (c) Schedule of requirements
 - (d) The General conditions of contract
 - (e) The Special conditions of contract and
 - (f) Kasneb's Notification of award
3. In consideration of the payments to be made by Kasneb to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kasneb to provide the services as an administrator of Kasneb Staff medical scheme and to remedy defects therein in conformity in all respects with the provisions of the contract
4. Kasneb 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:

For Kasneb

Signature: _____
Name: _____
Date: _____

For Tenderer

Signature: _____
Name: _____
Date: _____

In the presence of:

Signature: _____
Name: _____

Date: _____

6.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are required to give the particulars indicated in part 1 and either 2(a), 2(b) or 2(c) whichever applies to your type of business.

A Tenderer who gives false information will be disqualified.

Part 1 – General:

Business Name-----
 (Attach copy of certificate of Incorporation or Registration Certificate)

Location of Business----- Plot No.-----Street/Road-----Postal Address-----
 Tel.No----- Email Address ----- Nature of Business-----Current Trade Licence
 No.-----Expiry date-----PIN No. -----VAT No.-----

Attach copy of pin Certificate and copy of VAT certificate

Maximum value of business you can handle at any one time: Sh. -----

Name of your bankers----- Branch-----

Part 2 (a) – Sole Proprietors

Your name in full-----

Nationality; (State whether Kenyan or Non Kenyan) -----

Part 2 (b) – Partnership:

Give names of partners as follows:

Name	PIN No.	Nationality	Shares
1.-----	-----	-----	-----
2 -----	-----	-----	-----
3 -----	-----	-----	-----

Part 2 (c) – Registered Company

Private or Public

Give Details of all Directors as follows:

Name	PIN No.	Nationality	Shares
1.-----	-----	-----	-----
2 -----	-----	-----	-----
3 -----	-----	-----	-----
4 -----	-----	-----	-----

Does an Employee, Committee Member, Board Member of Kasneb sit in the Board of Directors or Management of your Organization or subsidiaries? Yes_____No_____
If answer above is YES give details.
.....
.....
.....
.....

Signed ----- Date -----

(Authorised signatory of the firm)

6.5 TENDER SECURITY FORM

Whereas _____ (name of the tenderer) (hereinafter called “the tenderer”) has submitted its tender dated _____ for the provision of _____ KNOW ALL PEOPLE by these presents that WE _____ of _____ having our registered office at _____ (hereinafter called “the Bank”), are bound unto Kasneb in the sum of _____ for which payment well and truly to be made to the said Kasneb, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2020.

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

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

(Seal and signature of the bank)

(Amend accordingly if provided by Insurance Company)

6.6 REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF20.....

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address..... Fax No.....Tel. No..... Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely: -

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.

SIGNED (Applicant)

Dated on..... day of/...20...

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

6.7 LETTER OF NOTIFICATION OF AWARD

Secretary/Chief Executive Officer
Kasneb
P. O. Box 41362-00100
NAIROBI

To: _____

Re: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

FOR: SECRETARY/CHIEF EXECUTIVE OFFICER

6.8 ANTI-CORRUPTION DECLARATION FORM

Date.....

To:
.....
.....

The tenderer i.e. (name and address)

..... declare the following:

that the firm;

- (a) Has not been debarred from participating in public procurement.

- (b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

.....
Title	Signature	Date

(To be signed by authorized representative and officially stamped)

KASNEB Form X:

RELEVANT EXPERIENCE

Relevant services carried out in the last five years that best illustrate the firm's qualifications

Using the format below, provide information on each assignment for which your firm was legally contracted (5 Firms) (separate form for each client)

Name of Client:	Address:
Clients contact person for the assignment.	Position:
Contract Description:	Location:
Contract period:	Contract Value (Kshs.)
Details of actual services:	

KASNEB Form Y:

METHODOLOGY AND WORK PLAN

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

- 1. Methodology**

- 2. Work Plan and Key Performance Indicators**

- 3. Marketing and Letting Plan**

- 4. Plan for Maximum Revenue Returns on Lettable Office Space**

- 5. Project Management Plan**

KASNEB Form Z:

EQUIPMENTS

Major Items / Equipment proposed for carrying out this Assignment

Description Make and Age	Location	Condition (new, good poor) Service, manual available	Ownership (owned, leased, to be purchased from whom)
			Attach logbooks, and photographs of the vehicles branded with company name.

* Attach maintenance schedules for all the equipment and vehicles.



CERTIFICATE OF BIDDER'S PRE-BID CONFERENCE

This is to certify that

Mr./MS..... of

National Identification Number..... email addressand

Mobile Telephone Number(s).....

Being the authorised representative/Agent of [Name of bidder]

.....

Participated in the **Mandatory Pre-Bid Conference/Site Visit** for Tender Number.....

held on.....day of **May 2020** at Kasneb Towers Meeting Room, Upper Hill, Along Hospital Road, Nairobi.

Certificate Issued by Kasneb Official:

Name

Designation.....National Identification Number.....

Signed and stamped.....Date.....

NOTE: This form is to be completed at the time of Pre-Bid Conference/Site Visit and should be attached to the Technical Proposal tender document during submission of the tenders

PLEASE NOTE THE FOLLOWING:

Award of Contract

- (i) Property Management Contract will be drawn and signed by both parties before commencement of the assignment.
- (ii) The Property manager shall bear the costs of drawing the property management contract together with the Stamp Duty registration fees and any other disbursements. Legal fees and Stamp Duty will be billed upon determination by the advocate handling the process.
- (iii) Payment of property management fees will be on a monthly basis less applicable taxes. Details of the payment will be discussed and agreed with the successful applicant.
- (iv) The contract will be for a period of (3) three years with an option of renewal for an additional three years subject to satisfactory performance. (Please refer to clause 3 herein)

NOTE:

- The tenderers are required to visit and examine the premises and its surroundings and obtain for themselves all information that may be necessary for preparation of the tender.
- Pre-Conference/Site Visit attendance shall be subject to COVID -19 pandemic situation and directives. Special requests and situations may be considered by Kasneb on the timing and conduct of the meeting/site visit. However, all bidders are requested to attend the Pre-Conference/Site Visit as scheduled.
- Quality Cost Based Method of Evaluation shall be used to determine the Winning Bidder based on criteria as follows:
 - (a) Technical evaluation on the deliverables – 70%
 - (b) Financial evaluation on the price quoted – 30%