



KENYA WATER INSTITUTE
P.O. BOX 60013 – 00200, NAIROBI
TEL: 0722 207 757

PROVISION OF SECURITY SERVICES

TENDER NO: `

NOTICE DATE: 30th July, 2019.

CLOSING DAY, TIME&DATE: Tuesday 13th August, 2019. 11.00 am

Table of Contents

SECTION II.....	7
INSTRUCTIONS TO TENDERERS	7
SECTION II - INSTRUCTIONS TO TENDERERS	8
2.1 Eligible Tenderers.....	8
2.3 Cost of Tendering	8
2.4. The Tender Document	8
2.5 Clarification of Documents.....	9
2.6 Amendment of Documents	9
2.7 Language of Tender	10
2.8 Documents Comprising of Tender.....	10
2.9 Tender Forms	10
2.10 Tender Prices	10
2.11 Tender Currencies	11
2.12 Tenderers Eligibility and Qualifications	11
2.13 Goods Eligibility and Conformity to Tender Documents	11
2.14 Tender Security	11
2.15 Validity of Tenders	12
2.16 Format and Signing of Tender	12
2.17 Sealing and Marking of Tenders	13
2.18 Deadline for Submission of Tenders.....	13
2.19 Modification and Withdrawal of Tenders	13

2.20	Opening of Tenders.....	14
2.21	Clarification of Tenders	14
2.22	Preliminary Examination	15
2.23	Conversion to Single Currency	15
2.24	Evaluation and Comparison of Tenders	15
2.25	Preference	16
2.26	Contacting KEWI.....	16
2.27	Award of Contract.....	16
(a)	Post-qualification	16
(b)	Award Criteria	16
(c)	KEWI'S Right to vary the scope of the services.....	17
(d)	KEWI'S Right to accept or Reject any or All Tenders	17
2.28	Notification of Award	17
2.29	Signing of Contract	17
2.30	Performance Security	17
2.31	Corrupt or Fraudulent Practices	18
	Appendix to Instructions to Tenderers.....	18
	SECTION III: GENERAL CONDITIONS OF CONTRACT	19
	Table of Clauses.....	19
	SECTION III - GENERAL CONDITIONS OF CONTRACT.....	21
3.1	Definitions.....	21
3.2	Application.....	21
3.4	Standards.....	21
3.5	Use of Contract Documents and Information	21
3.6	Patent Rights	22
3.7	Performance Security	22

3.8	Inspection and Tests.....	22
3.12	Payment.....	23
3.13	Prices.....	23
3.14.	Assignment	23
3.15	Subcontracts.....	23
3.16	Termination for default	23
3.17	Liquidated Damages	24
3.18	Resolution of Disputes	24
3.19	Language and Law	24
3.20	Force Majeure	25
	SECTION IV - SPECIAL CONDITIONS OF CONTRACT	26
	SPECIFICATIONS FOR PROVISION OF SECURITY SERVICE.....	26
	EVALUATION CRITERIA	29
	SECTION VII - STANDARD FORMS	33
	Form of Tender	33
	Confidential Business Questionnaire Form	33
7.3	Tender Security Form	33
7.4	Contract Form	33
7.5	Performance Security form	33
7.6	Bank Guarantee for Advance Payment.....	33
7.7	Manufacturer’s Authorization Form	33
7.1	FORM OF TENDER	34
7.2	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	35
	TENDER SECURITY FORM.....	37
7.4	CONTRACT FORM.....	38
7.5	PERFORMANCE SECURITY FORM	39
7.6	BANK GUARANTEE FOR ADVANCE PAYMENT	40

7.7	MANUFACTURER’S AUTHORIZATION FORM.....	41
7.8.	LETTER OF NOTIFICATION OF AWARD	42
7.9	FORM RB 1	43

SECTION A. INVITATION TO TENDER

Date: 30th July, 2019

Tender No. KEWI/TEN/002/2019-2020

Tender name: Provision of Security Services.

TO

.....

- 1.1 The Kenya Water Institute invites sealed tenders from eligible candidates for **Provision of Security Services.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, **Kenya Water Institute, P.O. Box 60013-00200, Nairobi along Ole Shapara Avenue in South ‘C’** during normal working hours.
- 1.3 A complete set of tender documents may be obtained upon payment of non-refundable fees of **Ksh 1,000** via **A/c No. 110 776 0585, KCB Moi Avenue Branch** Or Bankers cheque payable to Director, Kenya Water Institute. **Otherwise, Bidders may download for free the tender documents from the Institutes’ website, www.kewi.or.ke** . Bidders who choose to download the documents **MUST** register with the Procurement Office or notify us using the email procurement@kewi.or.ke giving the following details: Name of tender, Name of the firm, address, telephone Number (s) and email before the closing date for records and any further tender clarifications and addenda.
- 1.4 The completed Tender documents may be deposited in the Tender Box at Kenya Water Institute, Nairobi along Ole Shapara Avenue in South C located next to the Library or posted to the **Director, Kenya Water Institute, P. O. Box 60013-00200, Nairobi** not later than **Tuesday 13th August, 2019 at 11.00 am.** Bulky tenders which will not fit in the tender box shall be received at the **Director’s Office, located within the Administration Block** of the Kenya Water Institute.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender (and for duration of the contact after award).
- 1.6 Tenders must be accompanied by a security. The tender security shall be in the amount of two percent **(2%) of the tender price** and shall be provided in the form and amount specified in the tender document.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Kenya Water Institute, P. O. Box 60013-00200, in the Conference room**
- 1.8 Kenya Water Institute reserves the right to accept or reject any tender in part or in whole.

Leunita A. Sumba, PhD
DIRECTOR
KENYA WATER INSTITUTE

SECTION II

INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers	7
2.3 Cost of Tendering.....	7
2.4. The Tender Document	8
2.5 Clarification of Documents ...	8
2.6 Amendment of Documents	9
2.7 Language of Tender	9
2.8 Documents Comprising of Tender	9
2.9 Tender Forms	10
2.10 Tender Prices	10
2.11 Tender Currencies	10
2.12 Tenderers Eligibility and Qualifications	10
2.13 Goods Eligibility and Conformity to Tender Documents	11
2.14 Tender Security	12
2.15 Validity of Tenders	12
2.16 Format and Signing of Tender.....	13
2.17 Sealing and Marking of Tenders	13
2.18 Deadline for Submission of Tenders ...	13
2.19 Modification and Withdrawal of Tenders	14
2.20 Opening of Tenders	14
2.21 Clarification of Tenders	15
2.22 Preliminary Examination	15
2.23 Conversion to Single Currency	16
2.24 Evaluation and Comparison of Tenders	16
2.25 Preference	16
2.26 Contacting KEWI.....	16
2.27 Award of Contract	16
2.28 Notification of Award	17
2.29 Signing of Contract	18
2.30 Performance Security	18
2.31 Corrupt or Fraudulent Practices.....	18

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 Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 Kenya Water Institute employees, committee members, board members and their relative (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 Subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall be **Kshs.1, 000/=** only via **A/c No. 110 776 0585, KCB Moi Avenue Branch** .For bidders obtaining hard copies at the Procurement Department. Otherwise, Bidders may download for free the tender documents from the Institutes' website, www.kewi.or.ke or on the e-procurement portal, supplier.treasury.go.ke. Bidders who choose to download the documents **MUST** register with the Procurement Office or notify us using the email info@kewi.or.ke giving the following details: Name of tender, Name of the firm, address, telephone Number (s) and email before the closing date.

2.4. The Tender Document

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

(i) Invitation to Tender

- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify Kenya Water Institute in writing or by post at KEWI's address indicated in the Invitation to Tender. KEWI will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by KEWI. Written copies of the Procuring entities response (Including an explanation of the query but without identifying the Source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.5.3 Any communication from Kenya Water Institute to prospective bidders will be in writing.

2.6 Amendment of Documents

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the

amendment into account in preparing their tenders, the KEWI, at its discretion, may extend the deadline for the Submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

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

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

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

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount not exceeding **2 per cent of the tender price..**

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

2.14.7

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

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

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

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

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or in the case of a successful tenderer, if the tenderer fails:

(b)

(i) To sign the contract in accordance with paragraph 2.27 or

(ii) To furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

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

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

2.16 Format and Signing of Tender

2.16.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to

the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **Tuesday 13th August, 2019 at 11.00 am**

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Tuesday 13th August, 2019 at 11.00 am**

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

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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

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

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

2.20 Opening of Tenders

2.20.1 KEWI will open all tenders in the presence of tenderers' representatives who choose to attend on **Tuesday 13th August, 2019 at 11.00 am**

and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 KEWI will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 KEWI 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 effect the relative ranking of any tenderer.

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The tender processing committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.

2.24.3A tenderer who gives false information in the tender document about its qualification or

who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting KEWI

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) Award Criteria

2.27.4 KEWI will award the contract to the successful tenderer(s) whose tender has been determined to be the most responsive bidder.

2.27.5 Subject to paragraph 2.27.4 the Kenya Water Institute will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to score the **highest marks** after combining the technical score and the financial score using the formula provided in the tender document provided further that the tenderer is determined to be qualified to Perform the contract satisfactorily.

(c) KEWI'S Right to vary the scope of the services

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

(d) KEWI'S Right to accept or Reject any or All Tenders

2.27.6 KEWI 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.

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

2.29.1 At the same time as KEWI notifies the successful tenderer that its tender has been accepted, KEWI will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KEWI

2.30 Performance Security

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

2.31 Corrupt or Fraudulent Practices

2.31.1 KEWI requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the KEWI of the benefits of free and open competition;

2.31.2 KEWI will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

Instructions To Tenderers Reference	<i>Particulars Of Appendix To Instruction to Tenders</i>
2.1.1	Provision of Security Services
2.14.1	<i>2 % of tender price</i>
2.18.1	<u><i>Tuesday, 13th August, 2019 at 11.00 am</i></u>

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions	21
3.2 Application	21
3.3 Country of Origin	21
3.4 Standards	21
3.6 Patent Rights	22
3.7 Performance Security.....	22
3.8 Inspection of services.....	23
3.11 Insurance	23
3.12 Payment	24
3.13 Prices	24
3.14. Assignment	24
3.15 Subcontracts	24
3.16 Termination for default	25
3.17 Liquidated Damages	25
3.18 Resolution of Disputes	25
3.19 Language and Law.....	26
3.20 Force Majeure	26

SECTION III - GENERAL CONDITIONS OF CONTRACT.

3.1 Definitions

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

(a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) “The Procuring entity” means the organization purchasing the services under this Contract.

(d) “The Tenderer” means the individual or firm supplying the service under this Contract.

3.2 Application

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

3.8.1 KEWI or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KEWI shall notify the tenderer in writing in a timely manner, of the identity of any

representatives retained for these purposes..

3.12 Payment

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

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

3.13 Prices

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

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months) and shall not exceed 15% of the original contract price

3.13.3 Where contract price variation is allowed, the variation shall not be varied **upwards** within **twelve months** from the date of the signing of the contract.

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC

- (a) The contract will run for **one year** from the date it is signed and is renewable on provision of satisfactory services.
- (b) The Security services will be undertaken as specified in the schedule of requirement at the Institute's main campus in South C, the Industrial Area branch, Kitui Campus, Chiakariga campus and Kisumu Campus.
- (c) The prices quoted shall remain valid for the entire contract period and if varied the variation shall not exceed 25% of the original tender price.
- (d) The tenderer to pay guards recommended minimum wages by Ministry of Labour

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Bank guarantee from a reputable bank.
3.12.1	To be made within 30 days after receipt of the Invoice.
3.18.1	Negotiation and Arbitration.

SPECIFICATIONS FOR PROVISION OF SECURITY SERVICE

DESCRIPTION OF SERVICES

Provision of Security guards at KEWI main, Industrial Area, Chiakariga Kitui, and Kisumu Campuses for a period of 12 months.

Successful bidder will be expected to comply to the following requirements:-

- a) All assignment areas should be manned by required personnel at all times.
- b) All guards should be in well groomed; in full uniform and presentable while on assignment.
- c) Guards must report on duty 30 minutes before change over time.
- d) All vehicles entering and exiting Company premises should have the occupants/items checked and logged in the register before authority to proceed is granted.

- e) All company equipment or furniture being removed from premises must be accompanied by duly authorized gate passes whose copy should be retained by the guard.
- f) Guards must be literate and able to communicate and express themselves both verbally and in writing in the national language.
- g) Guards should exhibit courtesy, respect and customer care while undertaking their duties.
- h) Guards should be familiar with operation of radios alarm systems, access control systems and Close Circuit Televisions systems.
- i) Provide trained security dogs and dog handlers where required.
- j) Assist in First Aid.
- k) Have backup systems in cases of emergencies.
- l) Attend fire emergency situation/fire prevention, detection and control.
- m) Provision of security guards on temporary assignments.

Kitting/Equipment to Provide;

All guards must be fully equipped with the right tools of their trade as follows and not limited to:

- i) Peak Caps/Berets
- ii) Whistles and Lanyards
- iii) Torches and batteries
- iv) Serviceable military boots
- v) Must have security equipments like electronic metal detectors, undercarriage mirrors, etc.
- vi) Great Coats
- vii) Clean, presentable Uniforms (Shirt & Trousers)Sweaters, and Tie at all times while on duty.
- viii) Communication equipments.
- ix) Umbrellas and any other protective clothing.
- x) Clubs
- xi) Identification Badges

SCHEDULE OF PRICES

The Tenderer should indicate the costs that are necessary to meet the requirements of Kenya Water Institute and according to the required technical specifications

NO	STATION	DESCRIPTION	NO. OF GUARDS/DOG & DOG HANDLERS	MONTHLY RATE PER GUARD/DOG & DOG HANDLER	TOTAL CHARGE PER MONTH (KSHS)
.					

				(KSHS)	
1.	KEWI Main Campus- Nairobi	Day Guards	3		
		Night Guards	4		
		Dog Handler & Pedigree dog	1		
2.	Industrial Area- Nairobi	1. Day Guards	1		
		1. Night Guards	1		
3.	Chiakariga Campus- Tharaka Nithi	1. Day Guards	2		
		1. Night Guards	3		
		Dog Handler & Pedigree dog	1		
4.	Kitui Campus- Kitui	1. Day Guards	2		
		2. Night Guards	4		
5.	Kisumu Campus- Kisumu	1. Day Guards	1		
		2. Night Guards	2		

	TOTAL COST PER MONTH (Kshs)		
	TOTAL COST PER YEAR (Kshs)- (Amount to be transferred to the Form of Tender)		
6.	All campuses	1. Temporary Guard	1	Indicate rate per day= Kshs.....
		2. Temporary Dog & Dog handler	1	Indicate rate per day= Kshs.....

Charges indicated should be inclusive of all taxes

Signature of Tenderer: Date:

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

EVALUATION CRITERIA

Kenya Water Institute will consider the following criteria to evaluate the tenders.

EVALUATION CRITERIA FOR SECURITY SERVICES

(i) Mandatory Requirements.

To determine the responsiveness of the Bids, they will be evaluated on the following **Mandatory Requirements as set out in the tender documents:**

NO.	DESCRIPTION OF CRITERIA	REMARKS
1.	Copy of Certificate of Incorporation/Registration	
2.	Copy of valid business permit	

3.	Copy of PIN Certificate	
4.	Copy of valid Tax Compliance Certificate	
5.	Duly completed, signed and stamped Confidential Business Questionnaire	
6	Duly completed signed and stamped Form of Tender	
7.	Copy of NSSF Compliance Certificate as at July,2019	
8	Copy of NHIF Compliance Certificate as at July,2019	
9.	Copy of Membership certificate of Kenya Security Industry Association or Protective Security Industry Association-attach	
10.	Letter of compliance from Ministry of Labor showing compliance to Minimum Wage for 2019	
11.	Audited Accounts for 3 years -2016,2017and 2018. The Audited Financial statements and the Auditors opinion should neither be a disclaimer nor adverse	

NB: Bidders who will not be responsive to the mandatory requirements will be disqualified.

TECHNICAL EVALUATION		POINTS SCORE
1.	i. Proof of Satisfactory Services. Submit evidence from five (5) Major clients, summary of services rendered, value of contracts and contact person, address and telephone numbers. ii. Letter of recommendation from each client	5 5
2.	Proof of experience in security services: Provide proof of contracts awarded to major clients in the Public service (attach at least Five (10) notification of awards letters, LSO's, and completion certificates e.t.c (One mark for each year)	5
3.	Tenderers must have at least fifteen (15) alarm response vehicles. Proof of Vehicle ownership must be provided (Provide Copy of Log books in tenderers name)	15

4.	Submit Company Profile with names and relevant qualifications of key Management and Technical staff- 2 for each category (Provide curriculum vitae, Professional and Academic certificates) Minimum of bachelors Degree for management and Diploma for Technical staff)	8
5.	Provide Proof of possession of Radio Communication Equipment licensed by Communication Authority of Kenya (CAK)	10
6.	PEDIGREE DOG DETAILS TO PROVIDE;- i) Dog file ii) Evidence of medical /treatment attention iii) Evidence of dog training iv) Availability of Trained Dog Handler (provide evidence of training)	8
7.	GUARDS REQUIREMENTS- i. All guard must have a minimum academic qualification of KCSE D+ or its equivalent. ii. All guards/guardette must compliant with chapter of the constitution requirements and be highly trained in security, fire safety, first aid, anti terrorism and customer care. (Provide proof of the above training from authorized professional training organization by giving a list of at least Fourty (40) names of guards and their Academic, professional certificates and certificate of good conduct).	16
8.	INSURANCE:- Proof of current valid insurance cover for: i. Public Liability Insurance. ii. Employers Liability Insurance. iii. Work Injury Benefit Policy or Group Personal Accident. iv. Provide necessary documentation of registration from Insurance company	6
9.	i. Must provide a well trained independent supervisory staff (provide evidence of training) equipped with portable radios and mobility system eg. Vehicle or motor cycle and letter of commitment.	2
10	Financial Performance: FY 2018/2019 Current ratio at least 1.5 Acid test Ratio 1:1 Debt Ratio < 1	20

	Turnover 30 million (7.5 marks each).	
TOTAL		100

NB: To qualify for financial evaluation the bidder must attain a Minimum technical score of 75 %

SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.3 Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.5 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 sum provided herein or in another form acceptable to the procuring entity.

7.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

7.7 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda

Nos. *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(Insert equipment description)*) in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[Number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 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

Part 2 (a) – Sole Proprietor			
Your name in full		Age	
Nationality		Country of origin	
<ul style="list-style-type: none"> • Citizenship details <p>.....</p>			
Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			
Part 2 (c) – Registered Company			
Private or Public			
.....			
State the nominal and issued capital of company-			
Nominal Kshs. _____			
Issued Kshs. _____			
Given details of all directors as follows			
Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			

5

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

Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

.....

Postal Address Tel No. Fax E mail

.....

Nature of Business

,.....

Registration Certificate No.

.....

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

Name of your bankers Branch

.....

TENDER SECURITY FORM

Whereas [Name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the supply, installation and commissioning of [Name and/or description of the equipment]

(Hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (Hereinafter called “the Bank”), are bound unto [Name of procuring entity] (Hereinafter called “the Procuring entity”) in the sum of For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ___ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

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

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

(Amend accordingly if provided by Insurance Company)

7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [*name of Procurement entity*] of [*Country of Procurement entity*]
(Hereinafter called “the Procuring entity) of the one part and [*Name of tenderer*]
of [*City and country of tenderer*] (Hereinafter called “the tenderer”) of the
other part;

WHEREAS the Procuring entity invited tenders for [certain goods] and has accepted a tender by
the tenderer for the supply of those goods in the sum of [*Contract price in words and figures*]
(Hereinafter called “the Contract Price)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of
this Agreement via:

- (a) The Tender Form and the Price Schedule submitted by the tenderer
- (b) The Schedule of Requirements
- (c) The Technical Specifications
- (d) The General Conditions of Contract
- (e) The Special Conditions of contract; and
- (f) The Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as
hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the
goods and to remedy the defects therein in conformity in all respects with the provisions of this
Contract

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

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

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

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

7.5 PERFORMANCE SECURITY FORM

To

[Name of procuring entity]

WHEREAS *[Name of tenderer]* (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ *[Reference number of the contract]* dated _____ 20 _____ to _____ supply *[Description of goods]* (Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To
[Name of procuring entity]

[Name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

7.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[Signature for and on behalf of manufacturer]

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

7.8. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.9 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary