



"Maji Safi Maisha Bora"
"Quality Water Healthy Livelihood"

KAKAMEGA COUNTY WATER AND SANITATION COMPANY

P.O. BOX 1189 – 50100

KAKAMEGA

TEL: 056-02030355

EMAIL: kacwasco@gmail.com

WEBSITE : www.kacwasco.co.ke

NATIONAL OPEN TENDER

TENDER DOCUMENT FOR

**PROVISION OF SECURITY SERVICES FOR KAKAMEGA
COUNTY WATER AND SANITATION COMPANY FOR THE YEAR
2020.**

TENDER NO. KACWASCO/SEC/4/2019– 2020

CLOSING DATE: WEDNESDAY, 11TH

DECEMBER 2019 AT 12.00 NOON EAT.

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LIST OF ACRONYMS

KACWASCO	Kakamega County Water and Sanitation Company
SCC	Special Condition of Contract
SC	Special Contract
EAT	East African Time
GCC	General Conditions of Contract
VAT	Value Added Tax
KRA	Kenya Revenue Authority
IRA	Insurance Regulatory Authority



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TENDER NOTICE

PROVISION OF SECURITY SERVICES FOR KAKAMEGA COUNTY WATER AND SANITATION COMPANY FOR THE YEAR 2020.

No.	Tender No	Work Description	No. of guards	Bid Bond Amount (Kshs)	Targeted Category
2	KACWASCO/ SEC/4/2019-2020	Provision of security services for KACWASCO's area of coverage	58	2% of total tender price	Open

Detailed tender documents may be downloaded FREE of charge from the Company website www.kacwasco.co.ke and The County Government of Kakamega website www.kakamega.go.ke

Interested bidders may obtain further information on Tender Documents at the Procurement Office of Kakamega County Water and Sanitation Company P.O. Box 1189-50100 Kakamega Kefinco House off Kakamega-Kisumu Road Behind Barclays Bank from 8:00 am to 5:00 pm on Mondays to Fridays except on public holidays.

Duly completed bid documents in plain sealed envelopes, clearly marked with category number and category name bearing no other mark, name or indication of the applicant shall be sent to;

**The Managing Director,
Kakamega County Water and Sanitation Company
P.O Box 1189-50100
KAKAMEGA.
Tel- 056-2030355**

and be deposited in the Tender Box situated at the Entrance of the Procurement Office at the KACWASCO Headquarter Offices, on or before Wednesday, 11th December 2019 at 12.00 Noon EAT.

Prices quoted must be net (V.A.T Inclusive) expressed in **Kenya Shillings** and should remain valid for 120 days from the closing date of the Tender while the Bid Bond shall remain valid for 150 days. Bid Bond shall be from a reputable Bank in Kenya recognized by Central Bank of Kenya or an approved Insurance Company registered with Insurance Regulatory Authority.

Tender documents will be opened immediately thereafter in the presence of bidders or their representatives who choose to attend at the Company headquarters' boardroom.

SECTION I – INVITATION TO TENDER

Date: Wednesday 11th December 2019

Tender Ref. No. KACWASCO/SEC/4/2019-2020

Tender name: Provision of Security Services for Kakamega County Water and Sanitation Company for the year 2020

- 1.1. The KACWASCO invites sealed tenders from eligible candidates for the Provision of Security Services.
- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents at KACWASCO Headquarters, Procurement Office during normal working hours
- 1.3 Detailed tender documents may be downloaded FREE of charge from the Company website www.kacwasco.co.ke. and The County Government of Kakamega website www.kakamega.go.ke.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the Procurement Office at the KACWASCO Headquarter Offices, on or before Wednesday 11th December 2019 at 12noon EAT.
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at Company Boardroom - Kakamega.

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 KACWASCO employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KACWASCO 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, KACWASCO, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 There is no price to be charged for the tender documents as the same shall be download directly from the websites mentioned above.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- a) Instructions to tenderers
 - b) General Conditions of Contract
 - c) Special Conditions of Contract
 - d) Schedule of Requirements
 - e) Details of service
 - f) Form of tender
 - g) Price schedules

- h) Contract form
- i) Confidential business questionnaire form
- j) Tender security form
- k) Performance security form
- l) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify KACWASCO in writing or by post, or email at the entity's address indicated in the Invitation for tenders. KACWASCO will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of KACWASCO response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.

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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, KACWASCO, 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 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, KACWASCO, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KACWASCO, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English

translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not less than 2 per cent of the contract price.

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

2.12.3 The tender security shall be denominated in a Kenya Shillings and shall be in the form of:

- a) A bank guarantee.
- b) Bankers cheque
- c) Such insurance guarantee approved by the Insurance Regulatory Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by KACWASCO as non responsive, pursuant to paragraph 2.20

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by KACWASCO on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30

2.1 Or

- (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by KACWASCO, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KACWASCO as nonresponsive.

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

2.14 Format and Signing of Tender

2.14.1 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.

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The 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. The inner and outer envelopes shall:

(a) Be addressed to KACWASCO at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 11th December 2019 at 12.00 Noon EAT.**

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, KACWASCO will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by KACWASCO at the address specified under paragraph 2.15.2 no later than 11th December **2019 at 12.00 Noon EAT.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of KACWASCO and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by KACWASCO as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender is received by KACWASCO prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 11th December 2019 **at 12. Noon EAT** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KACWASCO, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

2.19.2 Any effort by the tenderer to influence the procuring entity in KACWASCO tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

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

2.20.3 KACWASCO may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, KACWASCO 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. KACWASCO determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected KACWASCO and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 No use of any other currency other than Kenya Shillings shall be allowed.

2.22 Evaluation and comparison of tenders.

2.22.1 KACWASCO will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 KACWASCO's evaluation of a tender will take into account, in addition to the tender

price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

KACWASCO 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 KACWASCO'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 a 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. KACWASCO's may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KACWASCO on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the KACWASCO in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the

tenderers tender.

2.24 Award of Contract

a) Post qualification

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as KACWASCO 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 KACWASCO will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 KACWASCO 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.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for KACWASCO's action. If KACWASCO determines that none of the tenderers is responsive; KACWASCO shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KACWASCO pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to

paragraph 31, KACWASCO will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

2.28.1 KACWASCO requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 KACWASCO will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

2.29 Appendix to Instructions to the Tenderers

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be repaired for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers.
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

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

Instructions to tenderers Particulars of appendix to instructions to tenderers

Instructions to tenderers	Particulars of appendix to instruction to tenderers
Eligible tenderers	<i>The tenderers shall be required to provide mandatory documentary evidence or information to demonstrate eligibility to bid</i>
Particulars of eligible tenderers	Open
Particulars of currencies allowed	Kenya Shillings
Tender validity period	<i>120 days from date of opening</i>
Particulars of tender security if applicable	<i>2% of the Tender sum</i>
No of copies	<i>Original and 1 copies</i>
Tender fee	<i>1000/= for hardcopy or Free of charge when downloaded</i>

Deadline for Submission of Tenders	Wednesday, 11 th December 2019 at 12.00 Noon EAT.
Opening of tenders	<i>Immediately after closing</i>
Signing of Contract	<i>14 days after award</i>

SECTION III GENERAL CONDITIONS OF CONTRACT

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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 KACWASCO and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to KACWASCO under the Contract.
- d) “KACWASCO” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right’s

The tenderer shall indemnify KACWASCO against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KACWASCO the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.5.2 The proceeds of the performance security shall be payable to KACWASCO as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KACWASCO and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 KACWASCO or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, KACWASCO may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to KACWASCO.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the KACWASCO's prior written consent.

3.10 Termination for Default

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

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the KACWASCO.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the KACWASCO has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. In the event KACWASCO terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to KACWASCO for any excess costs for such similar services.

3.11 Termination of insolvency

KACWASCO may at anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to KACWASCO.

3.12 Termination for convenience

3.12.1 KACWASCO by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall

specify that the termination is for KACWASCO convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination KACWASCO may opt to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

KACWASCO and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 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.

3.15 Force Majeure

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

3.16 Applicable Law

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

3.17 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated.

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

Special Conditions

Upon award of the contract, the following conditions will prevail:

- a) Guards posted to KACWASCO offices must have served in your establishment for not less than 6 months (Not inclusive of training period).
- b) Guards must have Certificate of Good Conduct from Criminal Investigations Department and they must be in proper guard uniform and have all the necessary equipment.
- c) KACWASCO Enforcement Officer or individual Area/Scheme Managers have a" right to screen them and either accept or reject them. This will be done in writing.
- d) You will take **liability** for items stolen in areas that are under the guard of your security personnel.
- e) Your Guards, apart from being under your watch, will also be under the supervision of our security officer. Your guard dogs must have valid vaccination certificates.
- f) Your guards will be required to respond to and report all incidents to our security officers immediately after they happen, using any means available.
- g) Your security personnel will write statements when our Enforcement officers request them to do so after incidents happen.
- h) The award of the contract will be based on the most convenient quote on the basis of price quoted, information given, physical evaluation and all the contract conditions met.
- i) Note: KACWASCO is not bound to accept the lowest or highest quote but the offer that is most suitable to KACWASCO's under its jurisdiction and upon winning

Technical evaluation.

- j) This contract (if awarded) will only be valid for a period of one year.
- k) Note that the client has a right to vary the contract quantity during the award of the contract.
- L) The tendering Company must have been in security business for at least 5 years.
- m) Detailed requirements will be specified in the contract document for you to read and sign after the notification of the award. However the contract shall be terminated at any time if there are documented incidents of contract violations, poor performance or gross indiscipline of the company's guards.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
performance security	5% of contract sum
resolution of disputes	Arbitration
applicable law	Laws of Kenya
Prices	<i>Inclusive of all Taxes</i>
Price Variation	<i>Will not be allowed</i>
Resolution of Disputes	<i>Arbitration.</i>
Liability period	<i>30 days</i>

SECTION V TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for services. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the services they intend to provide
- 5.1.2 Tenderers must indicate on the specifications sheets whether the services offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the services to be provided shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the services, if such deviations shall be found critical to the use and operation of the services.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each service
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 Particulars

EVALUATION CRITERIA FOR PROVISION OF SECURITY SERVICES

STAGE 1: MANDATORY REQUIREMENTS

These are mandatory requirements and bidders are expected to provide all the documents in order to proceed to the next stage of evaluation. Failure to submit any of these requirements shall lead to automatic disqualification.

N/B: Bidders shall not be allowed to sub contract guarding and/or alarm response services.
The stage shall be evaluated on a **YES/NO** basis

No.	PARTICULARS	YES/NO	REMARKS
1.	Company registration certificate (Certificate of incorporation)	Yes/No	
2.	Valid Tax Compliance Certificate (KRA), PIN, and VAT certificates	Yes/No	
3.	Valid letter of compliance from Ministry of Labour and attach Certified (by ministry of labour or commissioner of oath) extract of payroll to demonstrate compliance with minimum wage guidelines	Yes/No	
4.	Provide evidence of NSSF (latest Certificate of compliance from NSSF) remittances for the employees for the last three months (not pay slips)	Yes/No	
5.	Provide evidence of NHIF (latest Certificate of compliance from NHIF) remittances for the employees for the last three months (not pay slip)	Yes/No	
6.	Copy of valid membership certificate for KSIA or PSIA	Yes/No	
7.	Evidence of existence of an operating office(s) (Titles/Lease agreement, and single Business Permit)	Yes/No	
8.	Certified Valid Communications Authority (CA) Licenses for both Radio and Alarm communications	Yes/No	
9.	Audited Financial Accounts for the last (3) years	Yes/No	
10.	Duly signed form of tender	Yes/No	
11.	Duly filled business questionnaire	Yes/No	
12.	Valid Tender security in the acceptable format	Yes/No	

STAGE 2: TECHNICAL EVALUATION

NO.	REQUIREMENTS	MAX. POINTS
1.	Enclose letters, copies of certificates and curriculum vitae of Directors CR 12	10
2.	Enclose letters, copies of certificates and curriculum vitae of Management team, Supervisors and Key staff	5
3.	Evidence of similar works. Provide copies of contracts, LPO/LSO /Award letters from at least (3) organizations with at least Kshs. 500,000 monthly invoice value being served currently.	15
4.	Equipment Evidence of the following equipment 1.Operating fleet of vehicles (Attach Log books of vehicles) 2.Functional VHL Radio set 3.Metal detectors/under vehicle inspection gadgets 4.Security Dogs	15
5.	Evidence of training guards in: -Significance of criminal investigation -Fire fighting -First Aid -Customer care and Public Relations -Surveillance and Monitoring -Physical Security environment -Supervision	14
6.	Provide evidence of ability to effectively supervise guards while on duty -Supervisory gadgets -Supervisory reports	5
7.	Operation plan/scheme of works	10
8.	Credit period: 90 days	10
9.	Reference letters from at least three (3) similar organizations served in the last 3years	3
10	Evidence of Insurance Covers: -WIBA -Public/contractual Liability -Burglary -Fidelity Guarantee	8
11	Value that the business can handle at one time should be above 1,000,000/= Attach evidence	5
TOTAL SCORE		100

NOTE:-

- For a tender to qualify for the recommendation of award, they must meet a minimum score of 75%

-Validity of documents attached is subject to confirmation by the evaluation committee

SECTION VI SCHEDULE OF REQUIREMENTS

NUMBER	ITEM DESCRIPTION	QUANTITY	DELIVERY TIME
KACWASCO/SEC/4/2019-2020	Provision of Security Services for KACWASCO's area of coverage	58 guards	Start: 1.1.2020 End: 31.12.2020

DISTRIBUTION LIST OF SECURITY GUARDS

NO.	ASSIGNMENT LOCATION	NUMBER OF DAY GUARDS	NUMBER OF NIGHT GUARDS	TOTAL NO. OF GUARDS	REMARKS
	KAKAMEGA MAIN OFFICES (HQs)	1	2	3	
	KAKAMEGA OLD TREATMENT WORKS	2	2	4	
	SHIRERE SEWERAGE KAKAMEGA	1	1	2	
	MMUST SEWERAGE KAKAMEGA	1	1	2	
	MILIMANI TANK	1	1	2	
	SHINYALU OFFICES	1	1	2	
	SHIBUYE TANK	1	1	2	
	SHITOLI OLD TREATMENT	1	1	2	
	MURANDA OFFICE	1	1	2	
	TINDINYO OFFICE	1	1	2	
	TINDINYO TREATMENT	1	1	2	
	TINDINYO BOOSTER	1	1	2	
	BUTERE OFFICE	1	2	3	
	NAVAKHOLO TREATMENT	1	2	3	
	NAVAKHOLO INTAKE	1	2	3	
	EKERO TANK	1	1	2	

NO.	ASSIGNMENT LOCATION	NUMBER OF DAY GUARDS	NUMBER OF NIGHT GUARDS	TOTAL NO. OF GUARDS	REMARKS
	MUMIAS OFFICE	1	1	2	
	MUMIAS OLD TREATMENT	1	1	2	
	MUMIAS SEWERAGE	1	1	2	
	LUMAKANDA OFFICE	1	1	2	
	LUMAKANDA BOOSTER NO. 2	1	1	2	
	LUMAKANDA HILL	0	1	1	
	KIPKAREN BOOSTER NO.1	1	1	2	
	KIPKAREN TREATMENT	1	1	2	
	KIPKAREN INTAKE	1	0	1	
	MALAVA WATER SUPPLY	1	0	1	
	SOY WATER SUPPLY	1	1	2	
	MD RESIDENCE	0	1	1	
	TOTAL NUMBER OF GUARDS			58	

2.2 N/B: The client has the liberty to add or reduce the number of guards at any time during the contract period.

SECTION VII PRICE SCHEDULE FOR SERVICE

Tenderer to attach the price schedule of the above described schedule of requirements.

Signature of tenderer _____

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

8.1 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 you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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

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

Part 2 (a) – Sole Proprietor			
Your name in full		Age	
Nationality		Country of origin	
<ul style="list-style-type: none"> • Citizenship details • 			
Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Shares	Nationality	Citizenship
Details			
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....

	Part 2 (c) – Registered Company																												
	<p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	2.	3.	4.	5.
	Name	Nationality	Citizenship Details																										
Shares																													
1.																										
2.																										
3.																										
4.																										
5.																										
	<p>Date Signature of Candidate</p> <p>.....</p>																												

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

8.3 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)

8.4 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 viz:

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

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

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 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]

8.6 Bank Guarantee For Advance Payment Form

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 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 a person competent.

8.8 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) _____

8.9 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 an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary