



REPUBLIC OF KENYA

TENDER DOCUMENT

FOR

LEASING OF OFFICE SPACE IN NAIROBI

TENDER NO. CRA/PROC/OT/01/2022-2023

**14 RIVERSIDE DRIVE
GROSVENOR BUILDING, 2ND FLOOR
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NAIROBI, KENYA.**

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**Date Issued: 15TH MARCH 2023
CLOSING DATE: 22ND MARCH 2023 AT 12 NOON**

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SECTION I: INVITATION TO TENDER

TENDER REF. NO. **CRA/PROC/OT/01/2022-2023**

DATE: **15th March 2023**

TENDER NAME: LEASING OF OFFICE SPACE IN NAIROBI.

- 1.1 The Commission on Revenue Allocation invites sealed tenders from qualified candidates for Leasing of Office Space in Nairobi. The area of interest is Upper Hill and Community areas.
- 1.2 A complete set of Tender Document(s) can be downloaded free of charge from the commission's website www.cra.go.ke/tenders and the public procurement information portal <https://tenders.go.ke/>
- 1.3 Completed Tender document plus one copy should be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Commission on Revenue Allocation, 14 Riverside Drive Grosvenor Suite, 2nd Floor reception area so as to be received on or before Wednesday 22nd March 2023 at 12 noon.
- 1.4 Prices quoted should be inclusive of all taxes and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Commission Main Boardroom, Third floor-Grosvenor suites at 14 Riverside Drive.

Procurement Officer

For: Commission on Revenue Allocation

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to eligible tenderers as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide Lease of Office Space in Nairobi as specified in the tender document.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 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.
- 2.2.2 This tender document is free of charge.

2.3 Contents of Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers.
 - a) Invitation to Tender
 - b) Instructions to Tenderers
 - c) General Conditions of Contract
 - d) Special Conditions of Contract
 - e) Schedule of requirements
 - f) Technical Specifications

- g) Tender Form and Price Schedules
- h) Tender Security Form
- i) Contract Form
- j) Performance Security Form
- k) Bank Guarantee for Advance Payment Form
- l) Confidential Business Questionnaire Form
- m) 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 in the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing, email or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.4.2 The procuring entity 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 Tender Documents

2.5.1 At any time prior to the deadline for submission of tender, 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 issuing an addendum.

2.5.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing, email or by post and will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, 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 exchange by the tenderer and the Procuring entity, 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.

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the tenderers shall comprise the following components:

- a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- b) documentary evidence established in accordance with paragraph 2.11.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished in accordance with paragraph 2.12

2.8 Tender Form

2.8.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the brief description of the building and date of construction, class of the building and any other useful information for this tender.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the office space it proposes to lease under the contract.

2.9.2 Prices indicated on the Price Schedule shall be inclusive of all taxes and profits.

2.9.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated

as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya shillings.

2.11 Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 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 tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.12.3 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 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of any of the following;

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

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

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

2.12.8 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
 - i. to sign the contract in accordance with paragraph 2.27.1 or
 - ii. to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 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.

2.14 Format and Signing of Tender

2.14.1 The Procuring entity 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.

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to the Procuring entity at the address given on the Invitation to Tender: -

The Commission Secretary /CEO

Commission on Revenue Allocation

14 Riverside Drive, Grosvenor suite, 2nd Floor East wing meeting room.

P. O. Box 1310 - 00100,

NAIROBI.

- b) Bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE **Wednesday 22nd March 2023 at 12 noon.**”

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 declare “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph, the Procuring entity 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 the Procuring entity at the address specified under paragraph 2.15.2 not later than **Wednesday 22nd March 2023 at 12 noon.**

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 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.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity 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 tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, telex 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 2.12.8

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, a on **Wednesday 22nd March 2023 at 12 noon.** and in the following location: Main Board Room- Grosvenor Suite, Third Floor at 14 Riverside Drive.

2.18.2 The tenderers' representatives who are present shall sign a tender opening 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 the Procuring entity, 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.

2.19 Clarification of Tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

2.20.2 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 The Procuring entity 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 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is

one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to Single Currency

Not applicable for this tender

2.22 Evaluation and Comparison of Tenders

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

2.22.2 Preference where allowed in the evaluation of tenders shall not exceed 15%-Not Applicable for this tender.

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

2.23 Contacting the Procuring Entity

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

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

2.24 Post-Qualification

2.24.1 In the absence of pre-qualification, the Procuring entity 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 financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to

paragraph 2.11.2 as well as such other information as the Procuring entity 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the most responsive tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract award, the tenderer shall:

- a) Have the necessary qualifications, capability, experience, services, equipment and facilities to provide what is being procured.
- b) Have legal capacity to enter into a contract for procurement.
- c) Have 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) Have not been debarred from participating in public procurement.

2.26 Procuring Entity's Right to Accept or Reject any or all Tenders

2.26.1 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 the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 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.

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

2.27 Notification of Award

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

2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

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

2.28 Signing of Contract

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

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

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

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

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.29.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity

may make the award to the second most responsive tender or may call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The procuring entity 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 and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity 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.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

EVALUATION CRITERIA:

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	The invitation is an Open National Tender
2.22.1	<p><u>EVALUATION AND COMPARISON OF TENDERS:</u> The tenders will be evaluated in three stages as follows: <u>A) STAGE ONE: MANDATORY REQUIREMENTS</u></p> <ol style="list-style-type: none"> 1. Submit a Copy of Certificate of Incorporation or Registration for the Bidder (the company submitting the tender) or copy of National ID/Letter of administration where the tenderer is individual landlord. 2. Submit a Copy of Valid Tax Compliance Certificate from KRA for the Bidder (the company submitting the tender). 3. Proof of ownership of the premises i.e. Copies of Title Documents/Lease in company / corporate name or individual name. 4. Proof of relationship between the principal (building owners) and agent (estate agent) i.e. valid signed agreement document for agency (for estate agent). 5. Copy of Certificate of Registration with Estate Agents Registration Board (for estate agents only). 6. Copy of valid practicing license as real estate agents with the relevant body for at least two (2) Directors/Top Management (for estate agents). 7. Provide organization chart for the bidder’s organization (for estate agents only). 8. Provide Curriculum Vitae for at least two (2) Directors/Top Management of the Company (for estate agents only). 9. Provide evidence of Building Occupation Permit 10. Declaration stating that the bidder has NOT been debarred by Public Procurement Regulatory Authority (PPRA).

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
INSTRUCTIONS TO TENDERERS REFERENCE	<p>11. Submit a Signed Declaration statement that the bidder will not be involved in corrupt or fraudulent practices.</p> <p>12. Duly, filled, signed and stamped Confidential Business Questionnaire.</p> <p>13. Submit audited accounts for the last three 3 years (2021/2022, 2020/2021 & 20/2020)</p> <p>14. Presentation of the entire tender document in a logical manner indicating table of content and page numbers and serialization of the entire tender document is a MUST.N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE.</p> <p>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</p>
	<p><u>B) STAGE TWO: TECHNICAL EVALUATION</u> Candidates that will have passed Technical Evaluation (i.e. those that offered items which are compliant with the desired technical specifications) will have their financial proposals evaluated. The pass mark for technical specifications shall be 80%- see specification schedule provided on page 28, part V</p> <p><u>C) STAGE THREE: FINANCIAL EVALUATION</u></p> <ol style="list-style-type: none"> a. In case of discrepancy between unit price and total, the unit price shall prevail. b. If there is a tie on the most responsive tender price between two firms, the firm with the highest technical points will be recommended for award. c. The bidder with the most responsive proposal (both technical and financial proposals) will be recommended for the award of the contract. <p><u>D) STAGE FOUR: DUE DILIGENCE</u> Due diligence will only be done to the successful bidder i.e. most responsive bidder and thereafter recommendation will be made for further possible award. NB: Evaluation Committee will set out the due diligence criteria to be used for the most responsive bidder to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the documents submitted conform to the contract specification/tender proposal.</p>

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.16.1	Tenders must be submitted on or before the closing date, not later than Wednesday 22nd March 2023 at 12 noon.
2.18.1	The Commission will open all tenders in the presence of tenderer's representatives, who choose to attend on Wednesday 22nd March 2023 at 12 noon

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

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

3.4 Use of Contract Documents and Information

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

3.4.2 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

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the

Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

3.5 Patent Rights

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

3.6 Performance Security

3.6.1 Within (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 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.

3.6.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of any of the following;

- a. Cash
- b. Bank guarantee
- c. Such insurance guarantee approved by the Authority
- d. Letter of credit

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

3.7 Delivery of Services and Documents.

3.7.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.8 Payment

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

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

3.9 Prices

3.9.1 Prices charged by the tenderer for equipment delivered and installation 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.

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

3.9.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

3.10 Assignment

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

3.11 Subcontracts

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

3.12 Termination for Default

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

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

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

3.13 Termination for convenience

3.14 Liquidated Damages

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

3.15 Resolution of Disputes

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

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

3.16 Language and Law

3.16.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post, email or by fax or Email and confirmed in writing to the other party's address specified.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

The following are special conditions of contract as relates to the GCC:

1. Standards (GCC 3.3)

GCC 3.4

- a) Tenderers are required to submit literatures/brochures for the items tendered for.
- b) The literature/brochures submitted must conform to the technical specifications (section v)
- c) Literature/brochures must be submitted alongside the tender document on or before the closing date of the tender as indicated in the tender documents, properly marked and submitted with a delivery note. No literature/brochure will be accepted after the specified time.
- d) No tender document will be accepted after the official closing time as specified in the tender documents.
- e) The literature/brochure will be evaluated by the CRA Technical Evaluation Committee with reference to the tender specifications.

2. Use of contract documents and information (GCC 3.4)

GCC 3.5.3 (i) Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tenderer who doesn't adhere to this condition will automatically be disqualified.

3. Tender Security (ITT 2.1.4) and Performance Security (GCC 3.6)

GCC 3.7.1 (i) Tender Security and Performance Security are a requirement.

4. Delivery of Services and Documents (GCC 3.7)

GCC 3.10.1

- a) The Commission will move immediately to the premises on signing the lease agreement and upon receipt of the official order. Office space must conform to the specifications in the tender.
- b) The lease agreement will ensue duly signed by the authorized CRA Officers.

5. Payment (GCC 3.8)

GCC. 3.12.1 Quarterly payments of the contract sum shall be made to the tenderer in full within thirty (30) days after receipt of the invoice.

6. Prices (GCC 3.9)

GCC 3.13.1

- a) Prices must remain firm and fixed
- b) Prices must remain valid for 120 days after closing of tender
- c) Prices quoted must be inclusive of all Government taxes.
- d) Price quoted must be as per our “Unit of issue”

I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them.

Tenderers Name..... Date.....

Signature..... Official Rubber Stamp...

SECTION V- TECHNICAL SPECIFICATIONS

LEASING OF OFFICE SPACE IN NAIROBI

S/NO.	DESCRIPTION	ATTRIBUTES
1.	Location	<ul style="list-style-type: none"> ▪ The area of interest is Upper Hill and Community areas ▪ Easily accessible through public transport ▪ Neighborhood environment should be conducive for office environment.
2.	Building Requirements	<ol style="list-style-type: none"> a) Lettable area of 25000 -28000 square feet b) The available space should be in consecutive floors preferably in higher floors c) Available floors must be guarantee exclusive tenancy d) Ready for occupation immediately after signing the lease agreement e) Approximately 55 No. parking bays (Specify parking allocation criteria) f) Separate washrooms for either gender per floor and or wing g) Kitchenette h) Separate gate entrance and exit i) Connected to Mains electricity j) Power backup generator capable of adequately supporting the building electrical and building services systems (Specify KVA) k) Adequate lift/elevator facilities for all floors (Specify no., capacity and speed) l) Connected to Mains water supply and sewer and or borehole and adequate reservoir (Specify capacity) m) Provision for structure cabling, ducts and PABX n) CCTV Surveillance System and 24hr. security (Both internally and externally) o) Connected to multiple internet (Fiber) service providers
3.	Lease Agreement Requirements	Attach a tentative letter of offer/Head of terms specifying among other things the grace period.

**SECTION VI - SCHEDULE OF REQUIREMENTS
/EVALUATION CRITERIA
LEASING OF OFFICE SPACE IN NAIROBI**

S/NO.	ITEM DESCRIPTION	WEIGHT	SCORE
1.	Location	20	
	i. Easily accessible through public transport	5	
	ii. The area of interest is Upper Hill and Community Areas.	10	
	iii. Neighborhood environment be conducive for office environment.	5	
2.	Building Requirements	65	
	a) Lettable area of square feet - 25000-28000 square feet.	15	
	b) The available space should be in consecutive floors preferably in higher floors.	10	
	c) Ready for occupation by Commission on Revenue Allocation.	5	
	d) Approximately 55 No. parking bays (Specify parking allocation criteria/Ratio).	10	
	e) Separate washrooms for either gender per floor and or wing.	2	
	f) Kitchenette.	2	
	g) Separate gate entrance and exit.	2	
	h) Connected to Mains electricity and Power backup generator capable of adequately supporting the building electrical and building services systems (Specify..... KVA).	3	
	i) Adequate lift/elevator facilities for all floors (Specify no...., capacity and speed).	3	
	j) Connected to Mains water supply and sewer and or borehole and adequate reservoir (Specify capacity).	3	

S/NO.	ITEM DESCRIPTION	WEIGHT	SCORE
	k) Connected to multiple internet (Fiber) service providers.	2	
	l) CCTV Surveillance System and 24hr security.	2	
	m) Attach Letter of offer specifying among other things the grace period.	6	
3.	Financial Evaluation	15	
	a) Rent	5	
	b) Parking	5	
	c) Service Charge	5	

NB: - The pass mark for technical specifications shall be 80%

Name of the BuildingLocation.....

Shortest period that the School can occupy the premise.....

Name of Authorized Official:.....

Signature:.....

Date:.....

SECTION VII - PRICE SCHEDULE

S/No.	Item Description	Unit of Issue	Qty	Unit Cost (Kshs.)	Total Cost (Kshs.)
1.	Office space	Sq. Ft.			
2.	Service Charge	Sq. Ft.			
4.	Parking Slots	No.			

NB: - ALL PRICES QUOTED MUST BE INCLUSIVE OF ALL TAXES.

Specify other **terms of the Offer** which the Procuring Entity needs to be aware of at pre-contract stage:

.....

.....

.....

.....

Signature of tenderer:

7.1 GENERAL

7.1.1 These specifications describe the basic requirements for office space. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues/brochures etc. for the office space.

7.1.2 The tenderers are requested to present information along with their offers as follows:

- i. Shortest possible occupancy period
- ii. Information on fit out works manuals and fit out period
- iii. Information on proper maintenance of the building

SECTION VIII - STANDARD DOCUMENTS

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 that 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

<p><u>Part 1 – General:</u> Business Name Location of business premises. Plot No..... Street/Road Postal Address Tel No/Mobile. E mail..... Nature of Business..... Registration Certificate No. VAT Reg. No Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch Bank Account</p>																														
<p><u>Part 2 (a) – Sole Proprietor</u> Your name in full Age Nationality Country of origin No. of employees ID/Passport No. • Citizenship details</p>																														
<p><u>Part 2 (b) Partnership</u> Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> <th style="width: 20%;">ID/Passport No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> • No. of employees</p>		Name	Nationality	Citizenship Details	Shares%	ID/Passport No.	1.	2.	3.	4.
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1.																									
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<p><u>Part 2 (c) – Registered Company</u> Private or Public State the nominal and issued capital of company- ➤ Nominal Kshs. ➤ Issued Kshs. Given details of all directors as follows; <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> <th style="width: 20%;">ID/Passport No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> • No. of employees</p>		Name	Nationality	Citizenship Details	Shares%	ID/Passport No.	1.	2.	3.	4.
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1.																									
2.																									
3.																									
4.																									
<p>Date Signature of Candidate</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:
 - i. fails or refuses to execute the Contract Form, if required; or
 - ii. 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 theday 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 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)

In the presence of

Signed, sealed, delivered by the
(for the tenderer)

In the presence of

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]

(Amend accordingly if provided by Insurance Company)

8.6 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]

8.7 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

8.8 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) ofdated
the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address:

Physical address.....Fax No.....Tel. No.....Email, hereby request the
Public Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds, namely:

- 1.
- 2.

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 of20.....

SIGNED
Board Secretary