

KENYA FORESTRY RESEARCH INSTITUTE



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NAIROBI**

INVITATION TO TENDER

**PROVISION OF SECURITY SERVICES AT RIFT VALLEY REGIONAL
RESEARCH PROGRAMME-LONDIANI, MARIGAT SUB-CENTRE, TURBO
SUB CENTRE AND LODWAR SUB CENTRE**

TENDER NO. KEFRI/HQTS/10/2018-19

CLOSING DATE: THURSDAY, 3RD JANUARY, 2019, AT 10:00 A.M

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1.0 SECTION I: INVITATION TO TENDER

- 1) Kenya Forestry Research Institute (KEFRI) invites sealed tenders from eligible candidates for **Provision of Security Services at Rift Valley Eco Regional Programme -Londiani, Marigat Sub-Centre, Turbo Sub Centre and Lodwar Sub Centre**
- 2) Interested eligible candidates may obtain further information from and inspect the tender documents at the office of **The Deputy Director, Supply Chain Management, Kenya Forestry Research Institute P.O. Box 20412 – 00200 NAIROBI** during normal working hours.
- 3) A complete set of tender documents may be downloaded from KEFRI website; www.kefri.org free of charge or obtained by interested candidates upon payment of non-refundable fee of **KES. 1000.00** in cash or Bankers cheque payable to Director-KEFRI

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at KEFRI HQ or be addressed to

The Director,
Kenya Forestry Research Institute,
P.O. Box 20412 – 00200,
NAIROBI

so as to be received on or before **THURSDAY, 3RD JANUARY, 2019, AT 10:00 A.M**

- 4) The tender is open to all tenderers eligible as described in the tender document.
- 5) 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 costs, regardless of the conduct or outcome of the tendering process.
- 6) The Tenderer is expected to **EXAMINE** all the instructions, forms, terms and specifications in the tender document. 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 result in rejection or disqualification of the tender.
- 7) Tenderers are advised to conduct security surveys in the centres for any other information that may be deemed necessary.

- 8) Tenderers with regional offices/stations or establishment in the above said Eco regions will be given preference as long as they meet the tender requirement.
- 9) Bidders not offering all items and corresponding quantities in a centre will be considered as non-responsive for the respective center bided for. Bid evaluation and subsequent award will be on the basis of each centre.
- 10) Tenders must be accompanied by a bid security of **90,000.00** in the form of a bank guarantee from a reputable bank or by an underwriter approved by Public Procurement Regulatory Authority (PPRA) as specified in the tender documents.
- 11) Prices quoted must be net (VAT inclusive) and expressed in Kenya Shillings and should remain valid for **90** days from the closing date of the tender.
- 12) This tender shall be valid for a period of **90** days from the date of opening.

2.0 SECTION II-INSTRUCTIONS TO TENDERERS

- 2.1 Eligible Tenderers
- 2.2 Contents Tendering
- 2.3 Contents of tender documents
- 2.4 Clarification of tender documents
- 2.5 Amendment of tender documents
- 2.6 Language of tenders
- 2.7 Documents comprising the tender
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- 2.17 Modification and withdrawal of tenders
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- 2.22 Evaluation and comparison of tenders
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- 2.24 Post-qualification
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- 2.28 Notification of the awards
- 2.29 Signing of contracts
- 2.30 Performance security
- 2.31 Corrupt or fraudulent practices.

INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.0 This Invitation for Tender is open to all eligible Tenderers.

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 section 131 of the Act.

Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.1.1 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 services under this Invitation for tenders.

2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

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 The price of the tender document shall not exceed **KES 1,000/=**

2.3 Contents of tender documents

2.3.1 The tender document comprises of the document listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security 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 requiring any clarification of the tender document may notify the Procuring entity in writing or by post, fax or email 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 seven (7) 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 enquiry) will be sent to all prospective tenderers who have received the tender documents
- 2.4.2 The procurement entity shall reply to any clarification sought by the tenderer within 3 days of receiving the request to enable the tender 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, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by prospective tenderers, may modify the tender documents by amendment.
- 2.5.2 All prospective candidates who have received 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, 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 correspondence and documents relating to the tender exchanged 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

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

- (a) A Tender Form and a Price Schedule in accordance with paragraph 2.8, 2.9 and 2.10 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

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form 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 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:

2.10 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 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 of **Kshs. 90,000.00** from a reputable bank, PPRA approved insurance underwriter, Youth Enterprise Development Fund, or Women Enterprise Development Fund

2.12.2 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.

2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad or a guarantee issued by a reputable insurance company in the form provided in the tender documents or any other form acceptable to the Procuring entity.

2.12.4 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 2.20.

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

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 the Procuring entity on the Tender Form; or
- (b) If the tenderer fail to sign the contract in accordance with paragraph 2. 30 or to furnish performance security in accordance with paragraph 2.31.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **90 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 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 2.12 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

.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.

.14.2 The original and copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. The person(s) signing the tender shall initial all pages of the tender, except for unamended printed literature.

.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:

be addressed to the Director KEFRI at the address given in the invitation to tender and must bear, **Tender Number** and the subject of the invitation for tender. The words “**DO NOT OPEN BEFORE**” ” **THURSDAY, 3RD JANUARY, 2019, AT 10:00 A.M.**

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

2.16 DEADLINE FOR SUBMISSION OF TENDERS (SUBMISSION OF TENDER)

2.16.1 The duly completed tender document, signed and stamped must be delivered and placed in the Tender Box situated at the entrance to the Director’s office or be posted using the address below on or before **THURSDAY, 3RD JANUARY, 2019, AT 10:00 A.M.** and labeled with the correct Tender Number and Title.

**The Director,
Kenya Forestry Research Institute**

P.O. Box 20412-00200

Nairobi.

2.16.1 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 the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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 tenderer’s is received by the procuring entity 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 cable, 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' or representatives who choose to attend, on **THURSDAY, 3RD JANUARY, 2019, AT 10:00 A.M** and in the location specified in the invitation to tender.

The tenderers or representatives who are present shall sign a register evidencing their attendance in the tender opening.

- 2.18.1 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.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the institute 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 Institute in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination

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 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 The Institute 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, 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 a single currency

Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and Comparison of Tenders

- 2.22.1 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 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.22.3 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.
- 2.22.4 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.

2.23 Contacting the Institute

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the institute 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 institute in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

2.24 Awarding of Contract

(a) Post Qualification

- 2.24.1 In absence of pre-qualification, the institute 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.

2.24.1 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.2 An affirmative determination will be 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.

(b) Award Criteria

2.24.3 The Institute 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.

(c) Institute's Right to vary quantities

2.24.4 The Institute reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) Institute's right to accept or reject any or all tenders

The institute 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 and will inform the affected tenderer(s) the grounds for the institute's action.

Notification of award

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

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

2.24.7 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.25, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.25 Signing of Contract

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

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

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

2.26 Performance Security

2.26.1 Within thirty (30) days of the receipt of notification of award from the Institute, the successful tenderer shall furnish KEFRI with 10% 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.

2.26.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.24 or paragraph 2.25 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 next lowest evaluated or call for new tenders.

2.27 Corrupt or Fraudulent Practices

2.27.1 The Institute requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations the following terms are defined as follows:-

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

2.27.2 The Institute 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;

2.27.3 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 Instruction to Tenderers

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

Only bidders that will score 80% and above will be considered technically responsive and will be subjected to financial evaluation.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
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2.11- Eligibility	<i>All qualified and registered security firms in Kenya are eligible to bid</i>
2.12- Tender Security	60,000/-
2.16- Deadline for Submission of Tenders	<i>Tenders will close on THURSDAY, 3RD JANUARY, 2019, AT 10:00 A.M.</i>
2.22 –Evaluation Criteria	<i>As in (I)&(II) below</i>
2.27.1	<i>A successful Bidder shall provide a Performance Security of 10% of the contract sum</i>

Evaluation Criteria:-

The evaluation criteria shall be as follows:-

(I) Technical Evaluation Criteria

(a). Preliminary Evaluation (Mandatory Requirements):-

- i) Valid Certificate of Company Registration/Incorporation
- ii) Valid Tax Compliance Certificate
- iii) Copy of Membership Certificate from any Security association recognized in Kenya.
- iv) Tender Security of **Kshs.90,000/-**
- v) Duly completed and signed Confidential Business Questionnaire Form
- vi) Duly completed and signed Form of Tender
- vii) Copy of Lease Agreement or Title Deed for Business Premises
- viii) Attach current Ministry of Labour Salary Inspection Compliance Certificate and prove of payment as per the wages and salary guidelines. e.g. provide payroll.
- ix) Attach valid N.H.I.F/N.S.S.F letter of compliance
- x) Attach Audited certified accounts for the past three years.(2015,2016, and 2017).

(b). Detailed Technical Evaluation Criteria

Instructions to tender reference	Particulars of appendix to instructions to tenderers	Maximum Score (%)
Tender No. KEFRI /HQT/010/2018-19	➤ Attach copy of contractual liability insurance cover of a minimum of KShs. 15,000,000	10

Instructions to tender reference	Particulars of appendix to instructions to tenderers	Maximum Score (%)
	<ul style="list-style-type: none"> <li data-bbox="646 342 1304 384">➤ Proof of regional offices and operation centres <li data-bbox="646 489 1304 667">➤ Attach valid/current Police Clearance certificates (Good Conduct) from the Directorate of Criminal Investigations for at least three Company Managers/Directors appearing in the tender document. <li data-bbox="646 709 1304 814">➤ Attach prove of security training facility and syllabus approved by the Directorate of Industrial Training. <li data-bbox="646 888 1304 1077">➤ Provide company profile with at least 50 permanent employees (with details of key management personnel, security guards including salaries paid to each guard as per Ministry of labor guidelines. <li data-bbox="646 1108 1304 1255">➤ Provide certificate for at least two supervisors trained in either security management or criminology and must have at least three years relevant work experience. 	<p data-bbox="1328 342 1360 384">10</p> <p data-bbox="1328 489 1360 531">10</p> <p data-bbox="1328 709 1360 751">10</p> <p data-bbox="1328 888 1360 930">10</p> <p data-bbox="1328 1108 1360 1150">10</p>
	<ul style="list-style-type: none"> <li data-bbox="646 1371 1304 1581">➤ Attach list of telecommunication equipment owned by the company e.g. portable VHF/HF radios, panicky buttons (provide evidence of ownership of the telecommunication equipment by attaching a copy of valid license from Communication Authority of Kenya) <li data-bbox="646 1623 1304 1728">➤ Provide public liability (legal and contract liability) insurance cover of which must be attached for the current guards. <li data-bbox="646 1791 1304 1896">➤ Evidence of past performance (Provide copies of LPOs, Contracts or Letter of Contract Award from at least five (5) reputable clients 	<p data-bbox="1328 1371 1360 1413">15</p> <p data-bbox="1328 1623 1360 1665">10</p> <p data-bbox="1328 1791 1360 1833">15</p>

Instructions to tender reference	Particulars of appendix to instructions to tenderers	Maximum Score (%)
	where similar services have been rendered three of which must be public institutions.	
Tender Opening Date	THURSDAY, 3RD JANUARY, 2019, AT 10:00 A.M.	100

The pass mark at the technical evaluation stage is **80%**. Bidders who attain the minimum technical score of 80% will qualify for Financial Evaluation. Bidders who score below the pass mark will be disqualified from further evaluation.

(II). Financial Evaluation

A bidder who quotes the lowest Financial Proposal after having attained the minimum technical score of **80%** and having satisfied all the requirements of the tender will be considered for award of the contract.

3.0 SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 Institute 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 Institute” means the procuring entity under this Contract.

(d) “The Tenderer” means the individual or firm offering security services under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Institute for the procurement of security services.

3.3 Use of Contract Documents and Information

3.3.1 The tenderer shall not, without the Institute’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 Institute in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.3.2 The tenderer shall not, without the Institute’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 below.

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

3.4 Performance Security

3.4.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish the Institute with the performance security in the amount specified in Special Conditions of Contract.

3.4.2 The proceeds of the performance security shall be payable to the Institute as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

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

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

3.5 Inspection

3.5.1 The Institute or its representative shall have the right to inspect the security services to confirm their conformity to the Contract specifications.

3.5.2 The inspections may be conducted in the premises of the tenderer at point of service during the contract period. If conducted on the premises of the tenderer, all reasonable facilities and assistance, including access to safe training grounds, shall be furnished to the inspectors at no charge to the Institute.

3.5.3 Should any inspected service fail to conform to the Specifications, the Institute may terminate the contract.

3.5.4 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.6 Delivery and Documents

3.6.1 Provision of the services shall be made by the tenderer in accordance with the terms specified by Institute in its Schedule of Requirements and the Special Conditions of Contract

3.7 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

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

3.15 Sub - contracts

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

3.16 Termination for default

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

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Institute.
- (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

3.16.2 In the event the Institute 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 Institute for any excess costs for such similar goods..

3.17 Resolution of Disputes

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

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

3.18 Language and Law

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

3.19 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2. Special conditions of contract as relates to the General Conditions of Contract.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
2.27.1	<i>The successful bidder will furnish KEFRI with a Performance Security of 10% of the contract price</i>
3.12.1	<i>Payment shall be made upon inspection and acceptance of the security services by KEFRI</i>
3.18.1	<i>As in 3.18.1 above</i>

5.1 PARTICULARS SPECIFICATIONS

5.2.1 The Firm will provide security services in the following manner: -

Two shifts of twelve hours each. The day shift will commence at 6.00 a.m. and end at 6.00 p.m. The night shift will commence at 6.00 p.m. and end at 6.00 a.m.

- (a) The Firm shall deploy the following guards for the **night** shift: -
- 3 uniformed guards deployed KEFRI Londiani

- 3 uniformed guards deployed at KEFRI Marigat
- 4 uniformed guards deployed at KEFRI Turbo
- 2 uniformed guards deployed at KEFRI Lodwar

(b) The firm shall deploy **day** guards as follows

- 3 uniformed guards deployed at KEFRI Marigat
- 2 uniformed guards deployed KEFRI Londiani
- 2 uniformed guards deployed at KEFRI Turbo
- 2 uniformed guards deployed at KEFRI Lodwar

(c) The Firm shall also provide: -

- 1 Supervisor at KEFRI Londiani
- 1 Supervisor at KEFRI Marigat
- 1 Sniffer dog at KEFRI Marigat
- 1 Dog handler at KEFRI Marigat

	RVERP Londiani	From	To
	2 Uniformed Day Guards	6am	6pm
	3 Uniformed Night Guards	6pm	6am
	1 Trained Supervisor	All the time	

	KEFRI Turbo	From	To
	2 Uniformed Day Guards	6am	6pm
	4 Uniformed Night Guards	6pm	6am

	KEFRI Marigat	From	To

	3 Uniformed Day Guards	6am	6pm
	3 Uniformed Night Guards	6pm	6am
	1 Supervisor per	All the time	
	1 Uniformed Dog Handler	6pm	6am
	1 Sniffer Dog	6pm	6am

KEFRI Lodwar	From	To
2 Uniformed Day Guards	6am	6pm
2 Uniformed Night Guards	6pm	6am

N/B Priority will be given to qualified bidders whose operation headquarters is based in Lodwar town

The tenderer shall perform its services promptly to acceptable standards set by the Institute (formal/informal) in all the areas described.

N/B The firm will use its own personnel to perform the services in a safe manner as required by the OSHA 2007 and the Directorate of Occupational safety and Health

SECTION VI- SCHEDULE OF REQUIREMENTS

The tenderer will provide security services as follows: -

Two shifts of twelve hours each. The day shift will commence at 6.00 a.m. and end at 6.00 p.m. The night shift will commence at 6.00 p.m. and end at 6.00 a.m.

The Firm shall post the following guards for the **night** shift: -

- 3 uniformed guards deployed at KEFRI Londiani
- 3 uniformed guards deployed KEFRI Marigat
- 2 uniformed guards deployed at KEFRI Lodwar
- 4 uniformed guards deployed at KEFRI Turbo

The firm shall post day guards as follows

- 2 uniformed guards deployed at KEFRI Londiani
- 3 uniformed guards deployed KEFRI Marigat
- 2 uniformed guards deployed at KEFRI Turbo
- 2 uniformed guards deployed at KEFRI Lodwar

The Firm shall also provide: -

- 1 Supervisor at KEFRI Londiani
- 1 Supervisor at KEFRI Marigat
- 1 snifferdog at KEFRI Marigat
- 1 dog handler at KEFRI Marigat

SECTION VII - PRICE SCHEDULE FOR SECURITY SERVICES

Name of tenderer -----

Tender Number _____ Page _____ of _____

7.1	KEFRI Londiani	Rate (Ksh)	Total Cost (Ksh)
	3 Uniformed Night Guards per month		
	2 Uniformed Day Guards per month		
	1 Trained Supervisor Per month		
		SUB TOTAL	

7.2	KEFRI Turbo	Rate (Ksh)	Total Cost (Ksh)
	4 Uniformed Night Guards per month		
	2 Uniformed Day Guards per month		
		SUB TOTAL	

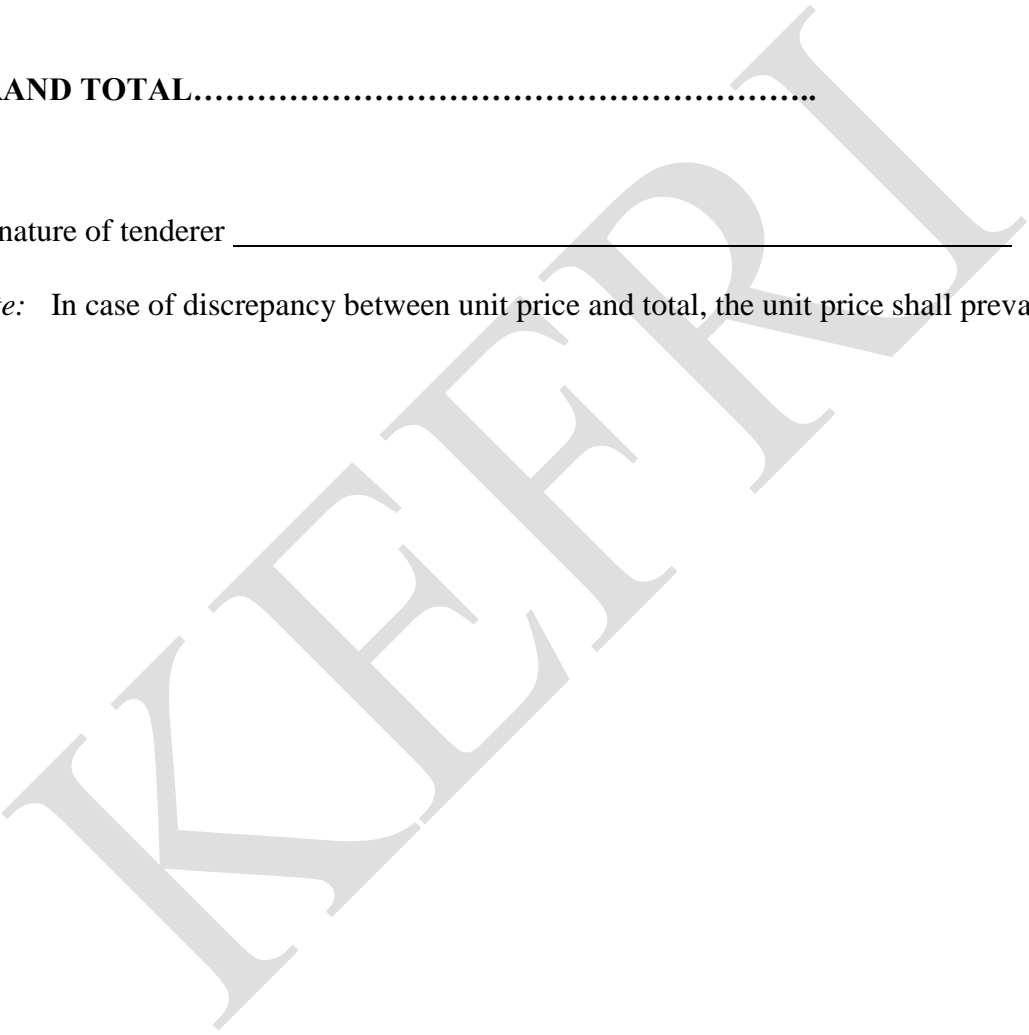
7.3	KEFRI Marigat	Rate (Ksh)	Total Cost (Ksh)
	3 Uniformed Night Guards per month		
	3 Uniformed Day Guards per month		
	1 Uniformed Dog Handler per month		
	1 Sniffer Dog per month		
	1 Trained Supervisor		
		SUB TOTAL	

7.4	KEFRI Lodwar	Rate (Ksh)	Total Cost (Ksh)
	2 Uniformed Night Guards per month		
	2 Uniformed Day Guards per month		
		SUB TOTAL	

GRAND TOTAL.....

Signature of tenderer _____

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



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

<i>Part 1 – General:</i>			
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
.....			

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age Nationality Country of origin • Citizenship details •</p>																																																
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">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></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.			2.			3.			4.										
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	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>.....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">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></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.			2.			3.			4.			5.		
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	<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 Institute } (hereinafter called "the Kenya Forestry
Research Institute") in the sum of for which payment well and
truly to be made to the said Institute, 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 Institute 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 Institute having to substantiate its demand, provided that in its demand the Institute 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 Institute) 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:
 - (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 Institute to the tenderer as hereinafter mentioned, the tender hereby covenants with the Institute to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Institute 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 Institute 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 Institute 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 Institute 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 SECURITY FIRM’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the security firm]* who are established and reputable security service provider of
[name and/or description of the services] having factories at
..... *[Address of firm]* 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 security services.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services rendered for provision 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 Security firm and should be signed by a competent person.

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) _____

SIGNED FOR ACCOUNTING OFFICER

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.....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

KEEPER