



TENDER FOR LEASE OF OFFICE SPACE IN HOMA-BAY

TENDER NO. OAG/OT/11/2018-2019

INVITATION DATE: 5TH MARCH,2019

CLOSING DATE: 20TH MARCH, 2019

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SECTION I : INVITATION TO TENDER

Date: 5th March, 2019

TENDER NAME: LEASE OF OFFICE SPACE IN HOMABAY

TENDER No. OAG/OT/10/2018-2019

The Office of the Auditor-General (OAG) is an independent Office established under Article 229 of the Constitution of Kenya. The Office is charged with the primary oversight role of ensuring accountability within the three arms of Government (the Legislature, the Judiciary and the Executive) as well as the Constitutional Commissions and Independent Offices and any entity that is funded from public funds.

The **Office of the Auditor-General** now invites sealed tenders from eligible candidates as follows:

TENDER NUMBER	TENDER NAME	BID BOND (KSHS.)	ELIGIBILITY	CLOSING DATE
OAG/OT/11/2018-2019	LEASE OF OFFICE SPACE IN HOMA-BAY TOWN.	30,000.00	OPEN	11:00AM 20 TH MARCH 2019

Interested bidders may download the tender document from the OAG website www.oagkenya.go.ke or the IFMIS Supplier Portal www.supplier.treasury.go.ke at no cost. Bidders who download the tender should email their particulars to procurement@oagkenya.go.ke for purposes of further communication and issuing addendums, if any.

Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

Completed Tender Documents in plain sealed envelopes marked with the tender name and reference number should be deposited in the Tender Box located at **Office of The Auditor-General Headquarters, Anniversary Towers**, 8th floor or be addressed to **The Auditor-General, P.O. Box 30084-00100, Nairobi**, so as to be received on or before **11:00AM 20TH March 2019**. Late bids will be rejected.

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend, at the Office of the Auditor-General Head Office, 4th Floor Boardroom, Anniversary Towers.

Deputy Auditor-General - Corporate Services
For: The Auditor-General.

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.

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 acts of parliament.

2.1.3 Tenderers shall provide the qualification 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 the firm or any of its officials 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 purpose of this invitation to tender.

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 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.

- (i) Instructions to tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of particulars of tender
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Authorization Form
- (xii) Declaration form
- (xiii) Request for Review Form

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

2.4 Clarification of tender Documents

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

2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.5 Amendment of tender 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 a prospective tenderer, may modify the tender documents by issuing an addendum amendment.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

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

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer 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 2.12 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. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

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 per cent 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 or in another freely convertible currency, and shall be in the form of

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the authority.
- d) Letter of credit.

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 2.20.5

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

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

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
- (c) If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening 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 granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy 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 un amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". 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 in the Invitation to Tender

2.15.3 Bear tender number and name in the Invitation to tender and the words, "DO NOT OPEN BEFORE (**20th March 2019, at 11:00 a.m.**)

2.15.4 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".

2.15.5 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

2.15.6 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (**20th March 2019, at 11:00 a.m.**)

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 2.5.3 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.

2.16.2 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 fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **20th March, 2019, at 11:00 a.m.** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tender's 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.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders 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 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 non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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 nonconformity.

2.21. Conversion to single currency

2.21.1 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 Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

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

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

- (a) Operational Plan
 - (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
 - (b) Deviation in payment schedule
 - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment scheduled and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.5 The evaluation committee shall evaluate the tenders within 30days 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 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 Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, 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 Subject to paragraph 2.29 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 lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26 . 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 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.29 Signing of Contract

2.29.1 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.

2.29.2 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.

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

2.29.4 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.

2.30 Performance Security

2.30.1 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.

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

2.31 Corrupt or Fraudulent Practices

2.31.1 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 not and will not be involved in corrupt or fraudulent practices.

2.31.2 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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for leasing/ tenancy 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.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	All firms/ individuals qualified to participate
	Tender security of Kenya Shillings 30.000.00 from a reputable bank or insurance company approved by Public Procurement Regulatory Authority (PPRA) and valid for 150 days
2.16.2	Bulky tenders which will not fit in the tender box shall be delivered and received at the Procurement Department and recorded in the Tender Receiving Register, which should be signed by both the tenderers' representative and the Staff receiving the document.
2.25	Be responsive and the lowest evaluated bidder.

A) Mandatory Evaluation Criteria

Bidders **must** provide all the information required in this section

No	Item Description	Yes/No
1	A copy of certificate of incorporation / registration/ Identification for the bidder.	
2	A copy of valid Tax Compliance Certificate	
4	Copy of Certificate for rates clearance (where applicable)	
5	Proof of property ownership or proof of agency (Building owner to attach copy of certificate of title Agent attach copy of signed letting agency agreement with the landlord)	
	In case of Agency - Copies of certificate and valid Practicing License from Estate Agents Registration Board.	
6	Dully filled, signed and stamped Confidential Business Questionnaire form	
7	Copy of occupation permit for the building and proof building is ready for immediate occupation (attach evidence)	
9	Tender Validity Period (120 days).	
10	Bid security (Ksh. 30,000/=, validity 150 days)	
12	Declaration on Debarment on public procurement (Dully filled, signed and stamped)	
13	Declaration on Corruption. (Dully filled, signed and stamped)	
14	Declaration that the firm/ individual is not insolvent, in receivership or bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing(Dully filled, signed and stamped)	

N/B: Only bidders that are responsive on all the above criteria shall be subjected to technical evaluation.

A) Technical Evaluation Form

Bidders are required to provide status of the premises by filling the form in the table below and indicating “**Complies**” or “**Does Not Comply**” against each service specification/criteria.

Technical Evaluation Criteria

No.	Service Specifications	Max. Score	Bidder's Remark
1	Availability of lettable space of approximately 8949 square feet . Indicate partitioned, semi partitioned or require partitioning. (Confirm in writing)	20	
2	Located within a radius of 3 kms from the Central Business District(CBD)	5	
3	Secure and serene environment /neighborhood free from noise, air pollution Confirm in writing	5	
4	Availability of ample parking, space (Minimum 20 slots)	10	
5	Availability of adequate kitchenette on every floor Confirm in writing	5	
6	Availability of adequate washrooms (Gender based) per floor (State No.)	5	
7	Fit for office use	5	
8	Ease of access to and from the premises (preferably along the road)	2	
9	Connected to safe and reliable water system with adequate reservoir - provide proof.	5	
10	Connected to a reliable sewer system - provide proof.	5	
11	Connected to Main electricity supply with power back up power	5	

No.	Service Specifications	Max. Score	Bidder's Remark
	generator capable of supporting the buildings electrical and office equipment		
12	Fitted with requisite ICT infrastructure to support internet & voice connectivity (provide proof).	5	
13	Arrangement in place for management of common services(Security, Gabbage collection etc)	2	
14	Availability of lift where the proposed space is on 4 th floor and above (specify loor)	5	
15	Compliance of the building with section 22(1) of the persons with disability act of 2003	5	
16	Security – secured CCTV Surveillance system and 24 hours security covering both internal and external common areas and secure perimeter fence. (provide proof)	5	
17	Agreement to a lease period for a minimum of 6 years – confirm in writing	6	
	TOTALS	100	

N/B

- Pass mark under the technical Evaluation is **70%**. Only tenderers who attain the minimum technical score will be subjected to financial evaluation.
- Before award of the contract, OAG shall visit the site to confirm compliance to technical specifications. Any misrepresentation of fact by any bidder will result into automatic disqualification.

When submitting the financial proposal, bidders are required to use the **Price Schedule Form attached in the tender document**

SUMMARY OF COSTS – PRICE SCHEDULE FORM

The tenderer should indicate the costs in (**absolute figures = percentage not acceptable**) that are necessary to meet OAG requirements and according to the provided technical specifications. All prices should be inclusive of applicable levies.

No.	Item Description	Unit Cost – Kshs. per Square ft	Available Office /parking space	Total Cost
1.	Rate per Square ft.			
2.	Parking Rate per Bay			
3.	Service Charge			
4	Any other (Please Specify)			
4	Add Taxes			
Total Amount (Inclusive of taxes)				

NB:

- 1. All cost MUST be declared/disclosed and in absolute figures at the tendering stage. No additional cost shall be accepted after the offer has been submitted.**
- 2. State if there would be legal fees in drawing the lease agreement and provide the related cost if applicable.**
- 3. Rates shall be reviewed only after three years (During midterm) . Yearly escalation of rent shall not apply**

COMPUTATION OF THE APPLICABLE RENTAL FEES for year 1-3

No.	Period of lease/year of lease	Total Cost for the period
1		
2		
3		
Total Amount for the 1st 3 years Inclusive of all taxes		

Escalation rate during midterm review(if any):

**COMPUTATION OF THE APPLICABLE RENTAL FEES for year 4-6 upon
review of rates**

No.	Period of lease/year of lease	Total Cost for the period
1		
2		
3		
Total Amount for the last 3 years (inclusive of all taxes		

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 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 procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c) "The Procuring entity" means the organization offering the particulars of the tender under this Contract
- (d) "The Contractor" means the organization or firm procuring the particulars of tender under this Contract.
- (e) "GCC" means the General Conditions of Contract
- (f) "SCC" means the Special Conditions of Contract
- (g) "Day" means calendar day

3.2. Application

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

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor 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 contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contractor's performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within twenty eight (28) 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 SCC

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:

(a) Cash.

(b) A bank guarantee.

(c) Such insurance company guarantee approved by the Authority. (d) A letter of credit.

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

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

3.81. The method and conditions of payment to be made to the procuring entity under this Contract shall be specified in the SCC

3.82. Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

3.9. Prices

3.9.1 Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months)

3.9.3 Where contract price variation is allowed, the variation shall not exceed 10% 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 Contractor shall not assign, in whole or in part, its obligations under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

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

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

3.11.2 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, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to the extent not terminated.

3.12. Termination for insolvency

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for convenience

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

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

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1 Special condition 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 those in the GCC.

4.2 Special Conditions of Contract as relates to the GCC.

GCC REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.6.1	The Performance Security shall be 5% of the Contract Price
3.8.1	On a quarterly basis or as shall be agreed upon during negotiations
3.9.1	Modifications/ variations only after three years (mid term review) r as shall be agreed upon during negotiations and mid
3.9.3	Variations shall be as allowed during mid term review
3.14.2	Dispute resolution shall be as per Arbitration Laws of Kenya
3.18.1	<p>The Auditor- General Office of the Auditor –General P.O. Box 300084, NAIROBI.</p> <p>_____</p> <p>Email OAG.....</p>

SECTION V - SCHEDULE OF REQUIREMENTS

LEASE OF OFFICE SPACE IN HOMA-BAY

Eligibility

The tender is open to Estate Agents registered in Kenya who have appropriate and valid accreditations or individual landlords with the capacity to enter into a contract for the lease of office premises.

Note: Special conditions:

- i. Rent shall be paid quarterly
- ii. Bidders must be willing and able to receive payment through Government IFMIS platform.
- iii. Bidders must be willing and able to provide accurate as-built drawings and floor plan upon request.

A. Technical /Service specifications

The Proposed office premises should meet the following requirements

A. Location:

- i. A radius of at most 3km from the CBD.
- ii. Easy access to public transport to and from the premises.

B. Usable space

Premises must offer approximately **8990square feet** usable space preferably on the same floor:

C. Building Condition: Building should have high quality finishes, be in a good state of repair and maintenance, ready for occupation and not require major refurbishment.

D. Neighbourhood aspects: Premises should be in a serene and secure business/corporate environment free from noise, air pollution etc. Close proximity to other Government offices is desirable.

E. Compliance (Laws of Kenya):

- i. Premises should be in compliance with laws, regulations and industry standards relating to accessibility of premises by persons with disabilities (PWD)

F. Air & Lighting: Premises should have sufficient windows and design to allow for natural lighting and ventilation.

G. Power supply: Mains power supply together with standby generator of adequate capacity for continuous operation. Separate/individual power meter desirable.

- H. Water supply: Reliable and safe water supply plus sufficient reserve. Separate water meter desirable.
- I. Parking: Ample on-site parking atleast 20 dedicated parking slots
- J. Security: 24 hour security guard presence and external lighting.
Functional systems including CCTV, access control and alarm.
- K. Sanitary rooms: Adequate and separate washrooms (Gents and Ladies). Provision of dedicated existing washrooms or room to create additional dedicated washrooms either in the common area or within the tenant's premises will be an added advantage. The ladies washroom should have sufficient sanitary bins.
- L. Kitchennete: Premises should have a kitchenette or provision to create one.
- M. Lifts: Where space offered is on fourth floor and above, then there should be functional and well serviced lifts or elevators for goods and passengers.
- N. Lease Terms: The lease of the premises should be on competitive terms that will provide reasonable grace period. In addition, there should be flexibility to allow rent free fit out period etc.
The proposed rates to be reviewed only after three years (during midterm)
- O. ICT Connectivity: The premises should be fitted with requisite ICT infrastructure to support internet and voice connectivity.
- P. Property Management: The Building/Premises should have in place an arrangement to take care of common area services including lighting, waste management, cleaning, security, repairs, waste management, and fumigation among others.
- Q. Signage
 - i. Provide signage pertaining to emergency evacuation plans in line with industry standards and all applicable laws
 - ii. Provide adequate signage space for use by OAG
- R. Bidders to indicate term of lease, earliest date of availability of the premises and applicable escalation if any and floor on which lettable space is.

SECTION VI - STANDARD FORMS Notes on the sample Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity. The tender security form must be completed by the tender and submitted with the tender.
6. **Performance security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the principal where the tenderer is an agent.

Form of Tender

To: _____ Date _____
Name and address of procuring entity
Tender No.
Tender Name.....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to procure (the particulars of the tender) under this tender in conformity with the said Tender document 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 abide by the conditions of the tender.
3. 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. 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 _____

SUMMARY OF FINANCIAL PROPOSAL – PRICE SCHEDULE FORM

The tenderer should indicate the costs in (**absolute figures – percentage not acceptable**) that are necessary to meet OAG requirements s. All prices should be inclusive of applicable levies.

No.	Item Description	Unit Cost – Kshs. per Square ft	Available space/parking	Total Cost
1.	Rate per Square ft.			
2.	Parking Rate per Bay			
3.	Service Charge			
4	Any other (Please Specify)			
5	Add Taxes			
	Total Amount of the Financial Proposal Inclusive of Taxes			

NB: All cost MUST be declared/disclosed and in absolute figures at the tendering stage. State if there would be legal fees in drawing the lease agreement. No additional cost shall be accepted after the offer has been submitted.

COMPUTATION OF THE APPLICABLE RENTAL FEES for year 1-3

No.	Period of lease/year of lease	Total Cost for the period
1		
2		
3		
Total Amount for the 1st 3 years Inclusive of all taxes		

Escalation rate during midterm review(if any):

COMPUTATION OF THE APPLICABLE RENTAL FEES for year 4-6 upon review of rates

No.	Period of lease/year of lease	Total Cost for the period inclusive of the escalation rate if applicable.
1		
2		
3		
Total Amount for the last 3 years (inclusive of all taxes		

Total cost of the financial proposal. For the six (6) year period in Kshs:
.....(in figures)

.....
.....

(In words.)

Signature of Tenderer

.....

Stamp.....

CONTRACT FORM

THIS AGREEMENT made the day of 20
between (hereinafter called “the Procuring entity”) of the one
part and..... (hereinafter called “the tenderer”) of the other
part:

WHEREAS the Procuring entity invited tenders for the lease of office and has
accepted a tender by the tenderer for the supply of the services in the sum of

[contract price in words in figures] (hereinafter called “the Contract
Price”). NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (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 GPA cover and to remedy defects therein in
conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provision of the services 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 _____

SELF DECLARATION FORM (CORRUPTION)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I/Weof P. O. Box being a resident of In the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of **Tender No.** For (Insert tender title/description) for (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title) (Signature) (Date) Bidder's
Official Stamp

DECLARATION - INSOLVENCY

Bidders are required to sign the declaration below:

The company is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. The company or its directors have not been debarred from participating in public procurements or ineligible on account of corruption or fraudulent practices. The Products being offered in this tender is not in breach of any laws whatsoever. Finally, the company has the necessary qualifications, capability, experience, resources, equipment and facilities to provide what is being procured in this invitation to tender”

Signed by: _____ Position: _____

Stamped:

Date: _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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			
Part 2 (a) – Sole Proprietor			
Your name in full Age			
Nationality Country of origin			
1.3.1. Citizenship details			
1.3.2.			
Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company-			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship Details	Shares
1.....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Date		Signature of Candidate	

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

LITIGATION HISTORY

Name of Applicant or partner of a joint venture

Applicants, including each of the partners of a joint venture, should provide information of any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution (Instructions to Applicants, para. 4.8). A separate sheet

should be used for each partner of a joint venture.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Ksz.)

TENDER SECURITY FORM

Whereas..... [name of Bidder] (hereinafter called <the tenderer> has submitted its bid dated [date of submission of bid] for [particulars] (hereinafter called <the tender>).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [state the amount] 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 procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.
 - (c) Refuses correction of arithmetic errors in the tender.
3. 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 its is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)
4. 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)

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 materials and spares] (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 a 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 figures], 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 of sums within the limits of [amount of guarantee] as aforesaid, without your 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 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]
(Amend accordingly if provided by Insurance Company)

AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS [Name of the principal]
who are established and reputation dealers in [Type of
business] having registered offices at
[Address of principal] do hereby authorizing
[Name and address of tenderer] to submit a tender, [reference of the tender] for
the stated (particulars of tender).

We hereby extend our full guarantee and warranty as per the General Conditions
of Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

Note: This letter of authority should be on the letterhead of the principal and should
be signed by a competent person.

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

REQUEST FOR REVIEW FORM FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-1.

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

1.

2.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on

day of20.....

SIGNED
Board Secretary