COUNTY GOVERNMENT OF MERU

TENDER NO. CGM/RFP/002/2018-2019

REQUEST FOR PROPOSAL FOR LEASE OF OFFICE SPACE FOR THE MUNICIPAL BOARD AND MUNICIPAL COURT

CLOSING DATE: 26TH OCTOBER 2018 AT 10.00 A.M
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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.

2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.

3. A separate SRFP has been provided for selection of individual professional consultants.

4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.

5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.
SECTION I: INVITATION TO TENDER
Date 11th October, 2018

Tender Ref : CGM/RFP/002/2018-2019
Tender name: REQUEST FOR PROPOSAL FOR LEASE OF OFFICE SPACE FOR THE MUNICIPAL BOARD AND MUNICIPAL COURT.

1.1 The County Government of Meru invites sealed tenders from eligible candidates for Request for Proposal (RFP) for Lease of Office Space for the Municipal Board and Municipal Court.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at County Government of Meru Headquarters P.O BOX 120-60200 MERU, Ground floor Municipal Building at the County A.g. Head Supply Chain Management office during normal office working hours.

1.3 A complete set of tender documents may be obtained by interested candidates for free by downloading from County Government of Meru website www.meru.go.ke

1.4 Prices quoted should be net inclusively all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the tender Box at County Government of Meru Headquarters or be addressed to County Secretary County Government of Meru P.O BOX 120-60200 MERU) so as to be received on or before Friday 26th October 2018 at 10.00 a.m.

1.6 The tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at County Government of Meru Headquarters Chamber Hall.

SIGNED FOR: A .g Head of Supplies Chain Management
For (County Secretary County of Government of Meru)
SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

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

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

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

(i) A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

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<tbody>
<tr>
<td>(i)</td>
<td>Mandatory requirements</td>
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<tr>
<td>(a)</td>
<td>Valid registration/Incorporation certificate</td>
</tr>
<tr>
<td>(b)</td>
<td>Valid tax compliance certificate</td>
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<tr>
<td>(c)</td>
<td>Pin certificate.</td>
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<tr>
<td>(d)</td>
<td>Proof of ownership of the Premises</td>
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<td>(e)</td>
<td>Other mandatory requirements as detailed in the proposal</td>
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<tr>
<td>(ii)</td>
<td>Specific experience of the consultant related to the assignment</td>
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<td>(iii)</td>
<td>Building Compliance to specifications</td>
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<tr>
<td>(iv)</td>
<td>Compliance with legal requirements</td>
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8
(v) Accreditation/Authorization

**Total Points** 100

Each responsive proposal will be given a technical score ($S_t$). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITC”.

### 2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score ($S_f$) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-

$$S_f = 100 \times \frac{F_M}{F}$$

where $S_f$ is the financial score; $F_m$ is the lowest priced financial proposal and $F$ is the price of the proposal under consideration. Proposals will be ranked according to their combined technical ($S_t$) and financial ($S_f$) scores using the weights ($T$=the weight given to the Technical Proposal; $P = T + P = 1$) indicated in the Appendix. The combined technical and financial score, $S$, is calculated as follows:- $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 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.

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

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to information to consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: County Government of Meru

2.1.1 The method of selection is; Request For Proposal
2.1.2 Technical and Financial Proposals are requested and the name, objectives, and description of the assignment are as per ToR

2.1.3 A pre-proposal conference will not be held.

The name(s), address(es) and telephone numbers of the Client’s official(s) are: N/A

2.1.4 The Client will provide inputs as per ToR

2.1.5 (ii) The estimated number of professional staff months required for the assignment is N/A

(iv) The minimum required experience of proposed professional staff is as per ToR

2.1.6 (vii) Training is a specific component of this assignment:

Yes____ No _no_____ (If yes, provide appropriate information)

(viii) Additional information in the Technical Proposal includes:

as per TOR

2.1.7 Taxes: [net inclusive of all taxes and deliveries]

2.5.2 Consultants must submit an original and at least 10 bound copies and a soft copy additional copies of each proposal.

2.5.3 The proposal submission address is: _as per TOR____ Information on the outer envelope should also include:__Tender number and addressed to the County Secretary P.O Box 120-60200 Meru

2.5.4 Proposals must be submitted no later than the following date and time: _26th October 2018, at 10.00 a.m____ as per ToR____

2.6.1 The address to send information to the Client is:

The County Secretary
COUNTY GOVERNMENT OF MERU
P.O Box 120-60200 Meru

2.6.3 The minimum technical score required to pass is 75% of the technical score

2.6.4 Alternative formulae for determining the financial scores is the following: ………………….

The weights given to the Technical and Financial Proposals are:

T=0.80
P= 0.20

2.6.5 The assignment is expected to commence on November at _Meru County Government of Meru_
SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant’s own risk and may result in rejection of the consultant’s proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.
SECTION III- TECHNICAL PROPOSAL

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_______________ Date]

To:______________________ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _________________________________ [Title of consulting services] in accordance with your Request for Proposal dated ______________________ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

________________________________[Authorized Signature]:

________________________________[Name and Title of Signatory]:

________________________________[Name of Firm]:

________________________________[Address:]
4. **Description of the Methodology and Work Plan for Performing the Assignment**
SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken done to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of deliveries specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part
1. **FINANCIAL PROPOSAL SUBMISSION FORM**

____________________ [Date]

To: ______________________________________
____________________________________
______________________________________

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (____________) [Title of consulting services] in accordance with your Request for Proposal dated (____________) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (______________________________________________) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

________________________________________ [Authorized Signature]

: ______________________ [Name and Title of Signatory]:

_______________________________________ [Name of Firm]

_______________________________________ [Address]
SECTION V: - TERMS OF REFERENCE

Background

Pursuant to the provision of the Urban Areas and Cities Acts No.13 of 2011, and the County Governments (Amendment) Act No.1 of 2016, The County Government of Meru wishes to lease offices that will accommodate all functions of Municipal Board and Municipal Court under one roof in an environment conducive for efficient services delivery.

Technical Specifications

1. **Location:** Must be within the Meru Municipality but outside the CBD area with a radius of 0 - 0.2km from the main road

2. **Minimum size:** Should have a minimum floor area of 1095 square metres.

3. **Building:** premises should be in a serene and secure location and in a good condition.

4. **Compliance with the Occupational Safety and Health Act (Act. No. 15 of 2007)** and all laws, regulations and industry standards relating to the proper construction and Maintenance of premises.

5. **Air and Lighting:** sufficient number of windows to allow for natural lighting and aeration.

6. **Water supply:** reliable supply of water, including sufficient water reserve.

7. **Sanitary rooms:** Must have washrooms/sanitary rooms for staff.

8. **Power supply:** reliable power supply preferably with standby generator.

9. **Parking bays:** Ample parking space for a minimum of 50 vehicles.

10. Must have a perimeter fence with a gate.

11. The building must be available for a period of at least 60 months

12. The building must sit on a minimum acreage of 1 acre and ownership proof should be provided.

13. Must have approved building plans for the building i.e. Architectural, Structural, Mechanical and Electrical Designs.

**NB**
- A registered Government Valuer shall subject the building to valuation.
- Prospective bidders are advised that this criterion is of paramount importance.

Interested applicants should submit the following mandatory information as part of RFP:

1. Certificate of Incorporation/Registration
2. Valid Tax Compliance Certificate
3. Pin Certificate
4. Proof of ownership of the Premises
5. Other mandatory requirements as detailed in the proposal
LEASE OFFER FORM

REQUEST FOR PROPOSAL (RFP) FOR LEASE OF OFFICE SPACE FOR THE MUNICIPAL BOARD AND MUNICIPAL COURT

To:

COUNTY SECRETARY
COUNTY GOVERNMENT OF MERU
P.O. BOX 120-60200
MERU

Dear Sirs,

We, Messrs. (name of Applicant):

of (Address):

Having read and understood the request for proposal document and having examined the space requirement referred to therein, do hereby offer for the following space for your lease as per the terms of lease agreement.

<table>
<thead>
<tr>
<th>No.</th>
<th>Space Location Name of The Building and indicate</th>
<th>Constructed on LR.No. Grant No.</th>
<th>Area Coverage required (In Sq.ft)</th>
<th>Propose Rate</th>
<th>Proposed Service Charge</th>
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We understand that you reserve the right to accept or reject our application whether it be lower or higher than any other applicant or of the same amount. And further, we undertake, in the event of your acceptance of this application or any part thereof, to execute the formal lease Agreement within thirty Days of notification of Acceptance but not earlier than fourteen days from the date of the letter of notification.

Dated this ............................................. day of ......................... 2015

SIGNED:

................................................................................................................
Name Designation Signature

Who is duly authorized to sign Binding Documents for and on behalf of:

Messrs. ........................................................................................................

of P.O. Box .................................................................................................
Applicant’s Rubber Stamp:

Who is the legally recognized Landlord of the building: -

Messrs. .................................................................

Of Postal Address ................................................................. Town
.................................................................

Witness to above Signature and Details:

................................................................. ................................................................. .................................................................
Name Designation Signature
2. SUMMARY OF LEASING SERVICES COST

Name of Proposal:  LEASE OF OFFICE SPACE FOR MUNICIPAL BOARD & MUNICIPAL COURT

THE TENDERER SHOULD INDICATE THE COSTS THAT ARE NECESSARY TO MEET THE REQUIREMENTS OF THE COUNTY GOVERNMENT OF MERU AND ACCORDING TO THE REQUIRED SERVICE SPECIFICATIONS

<table>
<thead>
<tr>
<th>NO</th>
<th>DESCRIPTION OF CHARGE</th>
<th>TOTAL SPACE SQUARE FEET</th>
<th>UNIT PRICE PER SQUARE FEET(KSHS)</th>
<th>TOTAL CHARGE PER MONTH (KSHS)</th>
<th>TOTAL CHARGE PER ANNUM(KSHS)</th>
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<tbody>
<tr>
<td>1</td>
<td>Rental Charge</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Service Charge</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Any other Associated Charge</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Any Deposit Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Terms:

a) The areas specified are only approximates and actual areas shall be captured in the lease agreement once successful applicants are identified.
b) The prices quoted above shall be inclusive of VAT.
c) The rent escalation rate MUST be disclosed.
d) The minimum lease period shall be five and a half years renewable on application.
e) Rent is payable on a Quarterly basis and indicate the deposit required.
<table>
<thead>
<tr>
<th>S.N.O.</th>
<th>MANDATORY REQUIREMENT</th>
<th>Compliance By Provision of documents</th>
<th>Evaluation Committee Observation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Must submit a copy of Certificate of Incorporation/Registration Business name</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Must submit a copy of PIN Certificate or Tax payers registration certificate Issued by KRA.</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Must submit a copy of a Valid Tax Compliance certificate</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Must be within the Meru Municipality but outside the CBD area with a radius of 0 - 0.2km from the main road</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Proof of ownership of the Premises</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Bid Security of Kshs.100,000</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Original and One Copy</td>
<td>YES/NO</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

COMPLIANT / NON COMPLIANT

NB: Any bidder who does not satisfy all the minimum mandatory requirements will not be considered for further technical evaluation.
3. DETAILED SPECIFICATION

SERVICE SPECIFICATIONS FOR THE PROPOSED PREMISES FOR LEASING

(SERVICE AND OTHER KEY REQUIREMENTS)

DETAILED SERVICE SPECIFICATIONS

1. **Location:** Must be within the Meru Municipality but outside the CBD area with a radius of 0 - 0.2km from the main road.

2. **Minimum size:** Should have a minimum floor area of 1095 square metres.

3. **Building:** Premises should be in a serene and secure location and in a good condition.

4. **Compliance with the Occupational Safety and Health Act (Act. No. 15 of 2007) and all laws, regulations and industry standards relating to the proper construction and Maintenance of premises.**
   a. Premises properly licensed and registered as a commercial office/office premises under the laws of Kenya.
   b. Compliance with all laws, regulation by County of Meru attach certificate of approval from County Architecture and Industry Standards relating to proper construction and maintenance of residential premises.
   c. Universal access: Complying with section 22 (1) of the Persons living with Disabilities Act (Act No.14 of 2003) and all other laws, regulations and industry standards relating to the access to premises by persons living with disabilities.
   d. Compliance with the Occupational Safety and Health Act (Act.No.15 of 2007) and all laws regulations and industry standards relating to the proper construction and maintenance of premises.
   e. All land rates and other services charges must be up to date and not in arrears (Attach final payments or certificate from prospective tenderer who will be required to provide evidence of the same by attaching copies of utility bills up to date). For the land rates, copies

5. **Air and Lighting:** sufficient number of windows to allow for natural lighting and aeration.

6. **Water supply:** reliable supply of water, including sufficient water reserve.

7. **Sanitary rooms:** Must have washrooms/sanitary rooms for staff.

8. **Power supply:** reliable power supply preferably with standby generator.
9. **Parking bays:** Ample parking space for a minimum of 50 vehicles.

10. Must have a perimeter fence with a gate.

11. The building must be available for a period of at least 60 months

12. The building must sit on a minimum acreage of 1 acre and ownership proof should be provided.

13. Must have approved building plans for the building i.e. Architectural, Structural, Mechanical and Electrical Designs.

**NB**
- A registered Government Valuer shall subject the building to valuation.
- Prospective bidders are advised that this criterion is of paramount importance.

14. Proof of payment for the last 3 years must be attached.

15. **The terms of lease:** The lease of the premises is to be offered on a competitive terms that provide for a reasonable grace period to allow the County Government of Meru comply with all legal and administrative requirements relating to the occupancy of commercial premises by Government.

16. The prospective bidder must specify the applicable escalation factor and the minimum lease period
# TECHNICAL PROPOSAL EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>MAX SCORE</th>
<th>OBSERVATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must be within the Meru Municipality but outside the CBD SIZE</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>Minimum size:</strong> Should have a minimum floor area of 1095 square metres.</td>
<td>16</td>
<td></td>
</tr>
</tbody>
</table>

## BUILDING

<table>
<thead>
<tr>
<th>Requirement</th>
<th>MAX SCORE</th>
<th>OBSERVATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premises should be in a serene and secure location and in a good condition, ready to be occupied and not in post-construction state or requiring major reconstruction or Renovation</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>The building must be designed by a Registered architect</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Provide approved Architectural drawings</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Structural approved drawings</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Electrical approved drawings</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

## COMPLIANCE

<table>
<thead>
<tr>
<th>Requirement</th>
<th>MAX SCORE</th>
<th>OBSERVATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premises properly licensed and registered as a commercial office/office premises under the laws of Kenya</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Universal access: Complying with section 22 (1) of the Persons living with Disabilities Act (Act No.14 of 2003) and all other laws, regulations and standards</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Compliance with the Occupational Safety and Health Act (Act.No.15 of 2007) and all laws regulations and industry standards relating to the proper construction and Maintenance of premises.-</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>For the land rates, copies of proof of payment for the last 3 years must be attached</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>The Building Must Have:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>a) Air and Lighting:</strong> sufficient number of windows to allow for natural lighting and aeration</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Requirement</td>
<td>Points</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>b) <strong>Water supply</strong>: reliable supply of water, including sufficient water reserve.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>c) <strong>Power supply</strong>: reliable power supply preferably with standby generator</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>d) <strong>Sanitary rooms</strong>: Must have washrooms/sanitary rooms for staff.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>e) <strong>Parking bays</strong>: Ample parking space for a minimum of 50 vehicles</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>f) Must have a perimeter fence with a gate.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>g) Elevator: If the space offered is on a floor higher than the ground level, high speed Lifts and/or elevators are required</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>h) The building must be available for a period of at least 60 months</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>i) The building must sit on a minimum acreage of 1 acre and ownership proof should be provided.</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

**OTHER TERMS**

The terms of lease: The lease of the premises is to be offered on a competitive terms that provide for a reasonable grace period (one month) to allow the tenant comply with all legal and administrative requirements relating

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) The prospective bidder must specify the applicable escalation factor and the minimum lease period</td>
<td>2</td>
</tr>
<tr>
<td>b) Nature of the title: either freehold or leases hold with remaining lease period of at least 25 years</td>
<td>2</td>
</tr>
</tbody>
</table>

TOTAL 80

Bidders are request to provide documented proof to confirm compliance with the above requirements/specifications.
DUE DILIGENCE

SITE VISIT WILL BE CARRIED OUT BY THE EVALUATION COMMITTEE TO ASCERTAIN THE SUITABILITY OF THE BUILDING AND CONFIRM AUTHENTICITY OF SUPPORTING DOCUMENTS PROVIDED BY THE SUPPLIER FOR EVALUATION.

CONFIRM THE INFORMATION IN THE TECHNICAL PROPOSAL.

<table>
<thead>
<tr>
<th>S.NO</th>
<th>BUILDING —EVALUATORS „ VISIT THE BUILDINGS AND AWARD BASED ON CRITERA</th>
<th>MAX SCORE</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>A building with more than one storey has a lift</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The building should have a fire escape exit and staircase.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The building should have a safety features e.g. fire extinguishers’” fire hose reels fire Assembly point.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The building should facilities for persons with disabilities e.g. accesses ramps</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUB-Total score in this area</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GRAND TOTAL</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

The pass-mark at this stage will be 75 marks to proceed to Financial Evaluation.
SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the bidders should list the costs associated with the leasing. These costs normally cover the rent, rates, service charge, any deposit required, taxes applicable cost, of filing the lease agreement. The costs should be broken done to be clearly understood by County Government of Meru.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in This part:

FINANCIAL EVALUATION CRITERIA.

(1) Tenderers shall state their tender bid as detailed on a schedule outlined in Bid price schedule. Tenders shall be ranked according to their evaluated price and the successful tender shall be the tender with the lowest evaluated price from the bidders who qualify at the technical stage. It is worthy to note that the comparison shall be of the price including all costs as well as duties and taxes payable.
## SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Financial proposal submission Form</td>
</tr>
<tr>
<td>2.</td>
<td>Summary of cost of leasing services</td>
</tr>
<tr>
<td>3.</td>
<td>Confidential Business Questionnaire</td>
</tr>
<tr>
<td>4</td>
<td>Lease Offer form</td>
</tr>
<tr>
<td>5.</td>
<td>Contract Form</td>
</tr>
</tbody>
</table>
1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

To:

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the Leasing services for ( )

[Title of Request for Proposal for leasing service] in accordance with your Request for Proposal

Dated ( ) [Date] and our Proposal. Our attached Financial Proposal is for

the sum of ( )

[Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

[Authorized Signature]

CONTRACT FORM

THIS AGREEMENT made the ___ day of _____20____ between………… [Name of procurement entity] of ……………….[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and ……………………[name of tenderer] of ……….[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz…………………….[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of …………………………………..[contract price in words and figures]

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

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

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

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 materials and spares 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 ________________.
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.

### Part 1 General

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Location of Business Premises</th>
<th>Plot No.</th>
<th>Street/Road</th>
<th>Postal address</th>
<th>Tel No.</th>
<th>Fax Email</th>
<th>Nature of Business</th>
<th>Registration Certificate No.</th>
<th>Maximum value of business which you can handle at any one time</th>
<th>Name of your bankers</th>
<th>Branch</th>
</tr>
</thead>
</table>

### Part 2 (a) – Sole Proprietor

<table>
<thead>
<tr>
<th>Your name in full</th>
<th>Age</th>
<th>Nationality</th>
<th>Country of Origin</th>
<th>Citizenship details</th>
</tr>
</thead>
</table>

### Part 2 (b) – Partnership

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Part 2 (c) – Registered Company

<table>
<thead>
<tr>
<th>Private or Public</th>
<th>Nominal Kshs.</th>
<th>Issued Kshs.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
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<td></td>
<td></td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date………………………………Signature of Candidate…………………………
TENDER SECURITY FORM

Whereas …………………………………………..[name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated……………….[date of submission of tender ] for the provision of …………………………………………………………….

[name and/or description of the services]

(hereinafter called “the Tenderer”)……………………………………………………..

KNOW ALL PEOPLE by these presents that WE………………………………………

Of……………………………………………having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto………………

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of ……….

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this___________ day of 20_________.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

   (a) Fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This 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 the 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 services](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 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 or 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 or financial institution]

______________________________________________________________

[address]

______________________________________________________________

[date]

(Amend accordingly if provided by Insurance Company)
BANK GUARANTEE FOR ADVANCE PAYMENT

To…………………………

[Name of tender]………………………………………………

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

………………………………………………………………………

[Name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of ………………………………………………………………………………………

[amount of guarantee in figures and words].

We, the …………………………………………………………………………………

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

[amount of guarantee in figures and words].

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

This guarantee shall remain valid and 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

[signature and seal]

[names of bank or financial institution]

[address]

[date]
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
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 of .............20........in the matter of Tender No.........of .............20...

REQUEST FOR REVIEW

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

1.
2.
etc.

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

1.
2.

etc

SIGNED ..................(Applicant)
Dated on.................day of .............../ ...20...

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary
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 of which is hereby duly acknowledged, we, the undersigned, offer to provide. [description of services] 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _________________ day of_________________ 20

[signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of_____________