



**KENYA VETERINARY VACCINES PRODUCTION INSTITUTE  
(KEVEVAPI)**

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**NAIROBI**

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**TENDER FOR PROVISION OF SECURITY SERVICES FOR THE YEAR 2019**

**TENDER NO. KVVPI/T/02/2018/2019**

**TENDER DATE: 11/10/2018**

**CLOSING DATE: 06/11/2018**

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## **SECTION 1: INVITATION TO TENDER**

### **TENDER FOR PROVISION OF SECURITY SERVICE FOR THE YEAR 2019**

#### **TENDER NO. KVVPI//02/2018/2019**

KEVEVAPI invites sealed tenders from eligible interested Security service providers for security guarding services for a period of one year.

Tender documents with detailed information may be viewed and down loaded from our website: [www.kevevapi.or.ke](http://www.kevevapi.or.ke) or the IFMIS website: [supplier.treasury.go.ke](http://supplier.treasury.go.ke)

Those who download the document must immediately forward their particulars (i.e. Name & contacts to email address [procurement@kevevapi.org](mailto:procurement@kevevapi.org) for record purposes or any clarifications and addenda.

The completed tenders should be sealed in plain envelope and clearly marked with Tender reference Number and Name, shall be addressed to;

**The Chief Executive Officer**

**Kenya Veterinary Vaccines Production Institute (KEVEVAPI)**

**P.O. Box 53260, Code: 00200**

**NAIROBI, KENYA**

and deposited in the Tender Box at the **Reception** of KEVEVAPI Headquarters

**Located at Industrial Area, Road A, OFF- Enterprise Road**, so as to be received on or before **06/11/2018 at 12:00 Noon**. Local Time.

Tenders will be opened immediately thereafter at the KENYA VETERINARY VACCINES PRODUCTION INSTITUTE Headquarters in the presence of candidates/representatives who wish to attend.

**Late Tenders will be rejected.**

***“Registered Youth, Women and Persons with Disabilities are encouraged to bid”***

## **SECTION II: INSTRUCTIONS TO TENDERERS**

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

### **Clarification of Documents**

A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which should be received not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.

The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

### **Language of Tender**

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.

### **Documents Comprising the Tender**

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

- a) A Tender Form and a Price Schedule.
- b) Documentary evidence that the tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted.
- c) Confidential business questionnaire.

### **Form of Tender**

The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents.

### **Validity of Tenders**

Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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.

### **Format and Signing of Tender**

The tender document shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The 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 initiated by the person or persons signing the tender.

### **Sealing and Marking of Tenders**

The tenderer shall put the tender document in a sealed plain envelope and be addressed to the,

**The Chief Executive Officer  
Kenya Veterinary Vaccines Production Institute (KEVEVAPI)  
P.O. Box 53260, Code: 00200  
NAIROBI.**

### **Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend. The tenderers' representatives who are present shall sign a register evidencing their attendance.

The tenderers' names and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

The procuring entity will prepare minutes of the tender opening which will be on request availed to the tenderers that signed the tender opening register.

### **Clarification of tenders**

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 shall be sought, offered, or permitted.

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.

### **Preliminary Examination and Responsiveness**

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

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. If there is a discrepancy between words and figures, the amount in words shall prevail.

The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer. Prior to the detailed evaluation, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents.

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.

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.

### **SECTION III: GENERAL CONDITIONS OF CONTRACT**

#### **Definitions**

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

- (a) **“The Contract”** means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) **“The Services”** means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) **“The Procuring entity”** means the organization procuring the services under this Contract
- (e) **“The Contractor”** means the organization or firm providing the services under this Contract.
- (f) **“GCC”** mean the General Conditions of Contract contained in this section.
- (g) **“SCC”** means the Special Conditions of Contract
- (h) **“Day”** means calendar day

#### **Application**

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

#### **Standards**

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

#### **Use of Contract Documents and Information**

The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, 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.

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.

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 contract's or performance under the Contract if so required by the Procuring entity.

## **Patent Rights**

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.

## **Performance Security**

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

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.

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 bank guarantee.

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

## **Delivery of services and Documents**

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

## **Payment**

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

Payment shall be made promptly by the Procuring entity immediately, but in no case later than (30) days after submission of an invoice or claim by the contractor

## **Prices**

Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender, or in the procuring entity's request for tender validity extension 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.

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

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

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

## **Assignment**

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

## **Termination for Default**

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

- (i) 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.
- (ii) If the Contractor fails to perform any other obligation(s) under the Contract
- (iii) 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

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 extent not terminated.

## **Termination for Insolvency**

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.

## **Termination for Convenience**

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

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.

## **Resolution of Disputes**

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

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

## **Governing Language**

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

### **Applicable Law**

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

### **Force Majeure**

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

### **Notices**

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

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

### **SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
	<b>Performance security:</b> Within (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KEVEVAPI the <b>performance bond</b> in the form of a bank or insurance guarantee approved by the Institute. The guarantees must be valid in Kenya and be at least <b>10%</b> of the contract value
	<b>Payment</b> Payment terms are that payment shall be made within 30 days from the date the services are rendered and or a contract is signed by the two parties.

## SECTION IV: EVALUATION CRITERIA

### Evaluation and comparison of tenders

The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive. The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

#### 1. Statutory / Mandatory requirements

S/No	Required
1.	Certificate of Company/Firm Registration
2.	Details of Directorship/Ownership with respective shareholding and details of citizenship.
3.	Valid current Tax compliance certificate with KRA
4.	KRA PIN certificate
5.	NHIF certificate of registration
6.	NSSF certificate of registration
7.	Company's financial stability.
8.	Tender security - 2% of the total tender price in the format provided in the tender document.
9.	Bid security validity is 120days from the closing date of the tender from a reputable bank or approved insurance company
10.	Current membership certificate of the Kenya Security Industry Association or Protective and Safety Association of Kenya.
11.	Duly filled declaration/form of tender.
12.	Non- Debarment Statement
13.	Proven Physical location and address of the company/Firm
14.	Completeness of tender document

**Note: Mandatory requirements** will determine the satisfactory responsiveness of a Tenderer, failure to meet any of these set requirements as noted hereunder will render a tender non-responsive and will automatically be disqualified.

#### 2. Preliminary evaluation of bids

The evaluation committee shall first conduct a preliminary evaluation to determine whether;

- (a) The tender has been submitted in the required format;
- (b) Any tender security submitted is in the required form, amount and validity period;
- (c) The tender has been signed by the person lawfully authorized to do so;
- (d) The required number of copies of the tender have been submitted;
- (e) The tender is valid for the period required; and
- (f) All required documents and information have been submitted.

### 3. Technical Evaluation

*(Documentary evidence must be provided for each requirement -non-compliance may lead to disqualification or nil points)*

#### A) Specific experience of the Security Firm in relation to this assignment

- (i) Provide names, addresses and contact persons of at least three corporate clients that can demonstrate your experience in the last five years on similar nature of assignments. (Security and Guarding services for corporate and commercial properties) **[attach Proofs or evidence]**
- (ii) Provide names, addresses and contact persons of the corporate clients that you are currently providing the security and Guarding services **(attach copies of letters of award)**
- (iii) Service distribution network **(attach evidence)**
- (iv) Firm's professional Membership with either Kenya Security Industry Association, Protective and Safety Association of Kenya (PROSAK) **(attach a copy of Membership Certificate)**
- (v) Have a current work force of at least 50 (over) trained guards **(attach the current NSSF Compliance Certificate)**

#### B) Personnel

- (i) Qualifications and Experiences of at least three Key operations Personnel - Operations Manager
- (ii) Minimum 'O' level qualification (attach copies of academic certificates)
- (iii) Trained in Radio Communication, Dogs handling, fire fighting, terrorism and bomb, first aid, customer service and competence in the use of computers **(attach evidence)**
- (iv) Availability or ownership of trained security Dogs and Kennels and back - ups

#### C) Business support

- (i) Insurance cover for employees and Professional Indemnity cover **(attach copies)**
- (ii) Proof of compliance with prevailing Labour laws **(Attach evidence)**
- (iii) Appointed Bankers & Tenderers authority to seek bank reference
- (iv) Provide at least three referees stating their addresses and telephone numbers.

### 4. Financial Evaluation

Financial evaluation: -Checking for arithmetical errors and price comparison.

## **Contacting the procuring entity**

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

## **Award of Contract**

### **a) Post qualification**

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

The determination will consider the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, as well as such other information as the Procuring entity deems necessary and appropriate.

### **b) Award Criteria**

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.

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 tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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.

### **c) Notification of award**

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.

The notification of award will signify the formation of a Contract subject to the signing of the contract between the tenderer and the procuring entity.

Simultaneously the other tenderers shall be notified that their tenders have not been successful.

## **Signing of Contract**

Within fourteen (14) days of receipt of the notification, the successful tenderer shall sign, date and return it to the Procuring entity. The parties to the contract shall then have the contract signed within (30) days from the date of notification unless there is an administrative review request.

Failure of the successful tenderer to sign the contract form within the (30) days, the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **Corrupt or Fraudulent Practices**

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.

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; A tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

## **SECTION VI: SCHEDULE OF REQUIREMENTS**

1. **KEVEVAPI** intends to contract a professional security firm to provide comprehensive security guards services for a contract period of one-year subject to renewal for another term based on satisfactory performance.
2. The Contractor will be expected to engage security guards on full time basis.
3. Contractor will provide the security guards with uniform and identification badges which they will be required to put on at all times while working within the **KEVEVAPI** premises.
4. Wages paid to employees to be deployed must conform to the Ministry of Labour Guidelines on Minimum wages and all other terms and conditions of employment as stipulated in the labour laws. **KEVEVAPI** will be at liberty to confirm compliance to this from whatever source.
5. Firm is registered by the Kenya Security Industry Association or Protective and Safety Association of Kenya.
6. Age of employees to be 18 years and above but not more than forty-five.
7. Successful firm should be NHIF and NSSF compliant.
8. Successful firm have a valid insurance cover for their staff.
9. The successful firm should have thorough knowledge of employees' background.
10. The firm should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.
11. The successful firm should be able to provide the following Equipments to the guards; Phone with Sim card and Airtime enabled; Flash lights for night security guards, Search mirrors to check under vehicles entering in the restricted areas, Hand held radio for the guards and Hand-held security metal detector.
12. Successful firm should be ready to meet all the costs of loss or damage to any property within their areas of assignment.
13. **2%** Bid bond for the total tender price is mandatory

**SECTION VII: COMPANY INFORMATION**

1. Company Name .....
2. Legal status (Partnership / Sole Proprietor / Limited Company) .....
3. Company Registration Certificate Number.....(attach copy)
4. Current registration certificate from National Treasury for the Disadvantaged Group (AGPO).
5. Certification of regulatory bodies if any (attach copies) .....
6. Nature of business licensed to operate .....
7. Current Business Permit No. ....Expiring date .....(Attach copy)
8. VAT No.....(Attach copy)
9. Tax compliance certificate (Attach copy)
10. Contact Person
  - (i) Name .....
  - (ii) Title .....
  - (iii)Tel. No. ....
11. Postal address: .....
12. Tel. No.....
13. Email address.....
14. Website .....
15. Physical Location .....
16. Names of Directors and their Nationality:

	Names of Directors	Gender	Age	Telephone no.	Nationality

17. Name of Bank .....Branch .....
18. Insurers .....

**(I) SITE 1: PROVISION OF SECURITY SERVICES TO KEVEVAPI HEADQUARTERS COMPLEX – OFF ENTERPRISE ROAD INDUSTRIAL AREA NAIROBI – 2019**

S/No	Site and Location	Area to be covered	Service description & Quantity	Rate per guard per month	Total monthly cost Kshs – VAT Incl.	Total Annual cost Kshs – VAT Incl.
1.	KEVEVAPI HQTs Complex – Off Enterprise Road, Road A- Industrial Area NAIROBI	Kenya Veterinary Vaccines Production Institute Headquarters complex situated on Off Enterprise Road, Road A – Industrial Area ( <i>To cover the Laboratories/offices and residential premises on the complex</i> )	Five (6) Day Guards  Four (4) Night Guards  One (1) Dog and Handler  Reliever (1)			
<b>TOTAL ANNUAL CONTRACT SUM inclusive of VAT Ksh.</b>						

**(II) SITE 2: PROVISION OF SECURITY SERVICES TO KEVEVAPI - KABETE LABORATORIES & LIMURU FARM IN KIAMBU COUNTY – 2018/2019**

S/No	Site and Location	Area to be covered	Service description & Quantity	Rate per guard per month	Total monthly cost Kshs – VAT Incl.	Total Annual cost Kshs – VAT Incl.
1.	KEVEVAPI Kabete Vaccines Laboratory located with the Department of Veterinary Services at Kabete (Uthiru)	a) Kabete Vaccines Laboratory at Kabete	Two Day Guards Two Night Guards Reliever (1)			
2.	KEVEVAPI LIMURU FARM located South East of Limuru Town at Kantaria in Kiambu County.	b) KEVEVAPI Limuru Farm	Three Day Guards Two Night Guards One (1) Dog and Handler Reliever (1)			
<b>TOTAL ANNUAL CONTRACT SUM inclusive of VAT Ksh.</b>						

**Note: The tenderers are free and allowed to make site visits on the areas to be covered prior to submission of their tender documents.**

**SECTION IX: FORM OF TENDER**

Date \_\_\_\_\_

**Tender No.** .....

**To:**

The Chief Executive Officer  
KENYA VETERINARY VACCINES PRODUCTION INSTITUTE  
P. O. Box 53260 - 00200  
**NAIROBI**

Having examined the Tender documents for the provision of security services, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide Security Services in conformity with the said Tender documents for the sum of Ksh.....(in words).....or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process. Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

We understand that you are not bound to accept the lowest or any tender you may receive.

We certify/confirm that we comply with the eligibility requirements of the Tender documents at this \_\_\_\_\_ day of \_\_\_\_\_ 2018

(Name).....Duly authorized to sign Tender for and on behalf of

\_\_\_\_\_