

**COUNTY GOVERNMENT OF BUNGOMA**



**MINISTRY OF AGRICULTURE, LIVESTOCK,  
FISHERIES IRRIGATION AND  
CO-OPERATIVES**

**TENDER DOCUMENT**

**FOR  
SUPPLY AND DELIVERY OF CERTIFIED HYBRID  
MAIZE SEEDS TO THE 45 WARD HEADQUARTERS**

**NEGOTIATION NO: 831021-2-2020/2021**

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AT 11.00 AM**

## TABLE OF CONTENTS

	PAGE
	INTRODUCTION.....3
SECTION II	INSTRUCTION TO TENDERER..... 4
	Appendix to Instruction to Tenderer..... 18
SECTION III	GENERAL CONDITIONS OF CONTRACT..... 22
SECTION IV	SPECIAL CONDITIONS OF CONTRACT..... 23
SECTION V	TECHNICAL SPECIFICATIONS..... 24
SECTION VI	SCHEDULE OF REQUIREMENTS..... 28
	PRICE SCHEDULE FOR GOODS..... 28
	STANDARD FORMS.....
8.1	FORM OF TENDER..... 29
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS..... 30
8.3	MANUFACTURER'S AUTHORIZATION .....32
8.4	LETTER OF NOTIFICATION OF AWARD.....33
8.5	FORM RB 1.....34

COUNTY GOVERNMENT OF BUNGOMA



INVITATION TO TENDER.

**NEGOTIATION NO:831021-2-2020/2021**

**TENDER NAME: SUPPLY AND DELIVERY OF CERTIFIED HYBRID MAIZE SEEDS TO THE 45 WARD HEADQUARTERS**

The County Government of Bungoma (CGB) through The Ministry of Agriculture, Livestock, Fisheries Irrigation and Co-Operatives invites sealed tender from eligible candidate For the **Supply and Delivery Certify Hybrid Maize Seeds to the 45 Ward Headquarters** in Bungoma County as listed below:

S/N O	TENDER REFERENCE NUMBER	TENDER DESCRIPTION	QUANTITY/ UNIT 10KG BAG	ELIGIBILITY
1.	<b>NEGOTIATION NO:831021-2- 2020/2021</b>	Supply and delivery of Certified Hybrid Maize seeds for <b>Highland to Midland Varieties(6000 ft series)</b>	6200(10kg)	OPEN
		<b>Supply and Delivery of Certified Hybrid Maize Seeds for Midland to lowlands Varieties(5000 ft series)</b>	9800 (10KG)	

**NB: The General optimal production altitude range is 1500-2900m above sea level.**

**-The recommended Hybrid Maize zones (Agro-ecological zones) for Bungoma County are:-**

- **Low Highlands 1-3**
- **Upper Midland 1-3**
- **Low Midland 1-3**

**-These zones require medium maize varieties that will mature within 150-180/170-200 days while medium to long varieties mature within 150-180/180-205 days**

Download a complete set of tender document with evaluation criteria send to IFMIS SUPPLIER PORTAL.

Completed tender documents must be submitted through the **IFMIS SUPPLIER PORTAL** [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) as per the requirement contained in the document so as to be received on or before **MONDAY 28TH DECEMBER 2020 AT 11.00 AM Local time**

**NOTE:** Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **90 days** from the closing date of tender. When experiencing challenges in accessing and uploading tender in the IFMIS tender portal, should contact IFMIS Helpdesk (email <http://ifmis.go.ke>, Tel: 0800721477/02048018)

At the treasury or contact Supply Chain Management office located behind H.E. the Governor's office County Government of Bungoma for assistance during official working hours. (Monday-Friday 8:00am-5:00pm)

**MANUAL SUBMISSION** will not be accepted. The tender must be submitted through the **IFMIS platform**.

**Mandatory requirements**

- i) Attach certified copy of certificate of Registration/Incorporation
- ii) Attach certified copy of valid tax compliance certificate issued by KRA
- iii) Certified KRA PIN and VAT certificate issued by KRA
- iv) Certified Single Business Permit From any County Government
- v) Bid security of Ksh.731,800 from reputable bank or Insurance Company approved by PPRA
- vi) Certified copy of CR12 accompanied by National ID/Passport for the Directors of the company
- vii) Form of tender **MUST BE** duly Filled, signed and stamped
- viii) Dully filled price schedule, signed and stamped
- ix) Confidential business questionnaire **MUST BE** duly Filled, signed and stamped
- x) Certified certificate from regulatory body KEPHIS
- xi) All pages must be Serialized

Further, Tenders from the following Tenderers shall be treated as **Non-Responsive** and therefore subject to disqualification:

- i. A tender from the tenderer whose directors/Owners/Shareholders are either Public officers, State officers or their spouses or children;

- ii. A tender who makes attempts of any kind to influence the tender outcome by soliciting for information during tender evaluation, communicating with tender evaluators, corrupting any public officers and any other forms to win favors shall automatically be disqualified and recommended for prosecution/debarment at PPRA

Duly completed tender documents should be Scanned, sealed and send back.

Any additional information or clarifications in respect to this tender will be available in supplier portal. Bidder is advised to regularly check the supplier website portal during the bidding period.

**CHIEF OFFICER  
AGRICULTURE AND IRRIGATION**

**SECTION II - INSTRUCTIONS TO TENDERER**

**Table of Clauses**

	Page
2.1 Eligible tender.....	6
2.2 Eligible goods.....	6
2.3 Cost of tendering.....	6
2.4 Contents of Tender document.....	7
2.5 Clarification of documents.....	7
2.6 Amendment of document.....	8
2.7 Language of tender.....	8
2.8 Documents comprising the tender.....	8
2.9 Tender form.....	9
2.10 Tender prices.....	9
2.11 Tender currencies.....	9
2.12 Tender eligibility and qualifications .....	0
2.13 Goods' eligibility and conformity to Tender documents.....	10
Validity of tender.....	12
2.14 Format and signing of tender.....	13
2.15 Sealing and marking of tender.....	13
2.16 Deadline for submission of tender .....	14
2.17 Modification and withdrawal of tenders.....	14
2.18 Opening of tenders.....	15
2.19 Clarification of tenders.....	15
2.20 Preliminary examination.....	15
2.21 Conversion to single currency.....	16
2.22 Evaluation of tender.....	16

2.23	Contacting the procuring entity.....	17
2.24	Award of contract.....	17
(a)	Post qualification.....	17
	Reject any or all tenders .....	18
2.25	Notification of award.....	18
2.26	Corrupt or fraudulent practices.....	19

## **SECTION II - INSTRUCTIONS TO TENDER**

### **2.1 Eligible Tender**

2.1.1 This Invitation for Tender is Direct to tenderer eligible as described in the Invitation to Tender

2.1.2 The County Government of Bungoma employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under Section 59 of the PPAD Act 2015

2.1.3 Tenderer shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The County Government of Bungoma to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the County Government of Bungoma, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 *The tender document shall be downloaded from supplier portal website*

### **2.4. The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderer
- (i) General Conditions of Contract
  - (ii) Special Conditions of Contract
  - (iii) Schedule of requirements
  - (iv) Technical Specifications
  - (v) Tender Form and Price Schedules
  - (vi) Tender Security Form
  - (vii) Contract Form
  - (viii) Manufacturer’s Authorization Form
  - (ix) Confidential Business Questionnaire
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

### **2.5 Clarification of Documents**

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

2.6.1 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**



- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 2.10 Tender Prices**
- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.
- 2.11 Tender Currencies**
- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderer.
- 2.12 Tenderers Eligibility and Qualifications**
- 2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if it's tender are accepted.
- 2.12.2 The documentary evidence of the tenderer eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderer qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

- (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) That, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the tenderer "maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the

substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

**2.14.1** The tenderer shall furnish, as part of its tender, a tender security of **Kshs 731,800**

**2.14.2** The tender security shall be in **the form of a Guarantee issued by a Bank or Insurance Company approved by PPRA**

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

## **2.15 Validity of Tenders**

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

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

2.16.1 The Procuring entity shall prepare one copy of the tender, which shall be uploaded during publishing.

2.16.2 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.

## **2.17 Sealing**

2.17.1 The Tenderer shall scan and seal the tender.

## **2.18 Deadline for Submission of Tenders**

Tender must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **MONDAY 28TH DECEMBER 2020 AT 11.00 AM**

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 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.

2.19.2 The Tenderers modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 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.

## **2.20 Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **MONDAY 28TH DECEMBER 2020AT 11.00 AM**

- a. And in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tender**

2.21.1 To assist in the examination and evaluation of tender 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.

2.21.2 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.

## **2.22 Preliminary Examination**

2.22.1 The Procuring entity will examine the tender 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.

2.22.2 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 quantify, 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

- 2.22.3 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 effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## **2.23 Conversion to Single Currency**

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation of tender**

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 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.

## **2.25 Preference**

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.26 Contacting the Procuring entity**

- 2.25.2 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.25.3 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 tender.

## **2.26 Award of Contract**

- 2.26.1 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.26.2 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 tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer capabilities to perform satisfactorily.

### **(b) Award Criteria**

- 2.26.3 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.

### **(c) Procuring entity's Right to Vary quantities**

- 2.26.4 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

### **(d) Procuring entity's Right to accept or Reject any or All Tenders**

- 2.26.5 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

## **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 but will have to wait until the contract is finally signed by both parties

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.28.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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 Candidate or call for new tenders.

## **2.29 Corrupt or Fraudulent Practices**

- 2.29.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.29.2 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.
- 2.29.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
- 2.29.4 **Appendix to Instructions to Tenderers**



The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderer 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 TENDERS
2.1.1	Kenya Shillings
2.14.1	<b>Ksh.731,800</b>
2.18.1	<b>MONDAY 28<sup>TH</sup> DECEMBER 2020AT 11.00 AM</b>
Tender fee	<i>To be downloaded free of charge</i>
Tender validity period	<i>90 days from date of opening</i>
Deadline of submission of tenders	<b>MONDAY 28<sup>TH</sup> DECEMBER 2020AT 11.00 AM</b>
Opening of tenders	<i>Immediately after closing</i>

### SECTION III: GENERAL CONDITIONS OF CONTRACT

#### Table of Clauses

	Page
3.1 Definitions.....	24
3.2 Application.....	24
3.3 Country of Origin.....	24

3.4	Standards.....	25
3.5	Use of Contract documents and information.....	25
3.6	Patent Rights.....	25
3.7	Inspection and Tests.....	26
3.8	Packing.....	27
3.9	Delivery and documents.....	27
3.10	Insurance .....	27
3.11	Payment.....	27
3.12	Price.....	28
3.13	Assignments.....	28
3.14	Sub contracts.....	28
3.15	Termination for default.....	28
3.16	Liquidated damages.....	29
3.17	Resolution of Disputes.....	29
3.18	Language and law .....	29
3.19	Force Majeure.....	29

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

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

### 3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### 3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### 3.4 Standards

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

### 3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any

specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

### 3.6 **Patent Rights**

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

### 3.7 **Inspection and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.7.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

### **3.8 Packing**

3.8.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.9 Delivery and Documents**

3.9.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.10 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

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

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

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

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

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

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

42. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
<i>Delivery period</i>	<i>Within 15 days from date of signing the LPO</i>
<i>Method of payment</i>	<i>After satisfactory delivery of Goods</i>
<i>Prices</i>	<i>Inclusive of all Taxes</i>
<i>Price Variation</i>	<i>Will not be allowed</i>
<i>Resolution of Disputes</i>	<i>Arbitration</i>
<i>Liability period</i>	<i>30 days</i>



## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product

## **TENDER EVALUATION CRITERIA**

After tender opening, the tenders will be evaluated in 3 stages, namely:

- a) Preliminary Examination
- b) Technical Examination
- c) Financial Examination

### **PRELIMINARY EXAMINATION**

#### **Mandatory Requirements**

This stage of evaluation shall involve examination of the Responsive conditions as set out in the Tender bid document.

These conditions include the following:

- i. Attach certified copy of Certificate of incorporation/Registration
- ii. Attach Bid bond security of Ksh 731,800 from reputable bank or Insurance Company approved by PPRA.
- iii. Form of tender **MUST BE** duly Filled, signed and stamped by the applicant or their authorized representative
- iv. Attach certified Valid Tax compliance certificate issued by Kenya Revenue Authority (KRA)
- v. Copy of CR 12 for limited companies accompanied by copies of IDS/Passport for companies Directors as per CR12
- vi. Duly filled price schedule, signed and stamped
- vii. Confidential business questionnaire **MUST BE** duly Filled, signed and stamped by the applicant or their authorized representative
- viii. Current Certification certificate from regulatory bodies such as KEPHIS  
Tenderer with their tenders should furnish detail description and specifications of the materials offered together with analysis certificates
- ix. The tender document **MUST BE** Serialized.
- x. Attach certified KRA pin and VAT certificate issued by KRA
- xi. Certified single business permit from any county Government

## B. TECHNICAL EVALUATION

The tender document shall be examined based on the Instruction to Tenderers which states as follows:

In accordance to Instruction to Tenderer, the tenderer will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility and adequacy resources to effectively execute the contract. The tenderer shall be required to attach the evidence of the provided information.

The awards of points in this section shall be as shown below

<u>PARAMETER</u>	<u>MAXIMUM POINTS</u>
I. Key personnel.....	20
II. Contract Completed in the last three (3) years.....	20
III. Registration to relevant bodies .....	15
IV. Financial capability.....	25
V. Evidence of transport capability.....	10
VI. Name, address and Telephone of Banks (contractor to provide).....	5
VII. Sanctity of the tender document.....	5
<b>TOTAL</b>	<b>100</b>

The detailed scoring plan shall be as shown in table 1 below:-

Item	Description	Max Point
i.	<b>Key personnel (attach evidence)</b>	
	<b>At least 2NO. Degree/ Diploma holder of key personnel</b> <ul style="list-style-type: none"> <li>• Agronomist.....7</li> <li>• Qualified Biotechnology Officer.....7</li> <li>• Agri Business Management.....6</li> </ul>	20
ii.	<b>Contract completed in the last 4 yrs (A max of 4No.projects) (Attach evidence)</b>	20
	<ul style="list-style-type: none"> <li>• Deliveries of similar nature complexity and magnitude.....12</li> <li>• Deliveries of similar nature but of lower value than the one in consideration.....5</li> <li>• No completed projects of similar nature.....3</li> </ul>	
iii	<b>Registration to relevant bodies</b>	15
	<ul style="list-style-type: none"> <li>○ KEPHIS certificate.....10</li> <li>• Manufacturer's authorization letter ..... 5</li> </ul>	

Iv	<b>Financial Capability</b>	
	<b>Audited Bank Statement (for the last three (3) years(2017,2018 and 2019)</b>	<b>15</b>
	<ul style="list-style-type: none"> <li>○ Annual turnover greater or equal to 3 times the cost of the project.....15</li> <li>○ Annual turnover greater or equal to the cost of the project.....8</li> <li>○ Turnover below the cost of the project.....5</li> </ul>	<b>15</b>
V	<b>Evidence of transport capability/attach evidence</b> <ul style="list-style-type: none"> <li>• Vehicle.(Attach logbooks).....5</li> <li>• Contract agreement or lease agreements.....5</li> </ul>	<b>10</b>
Vi	<b>Name, Address and Telephone of Banks (Contractor to provide bank details)</b> <ul style="list-style-type: none"> <li>○ Provided.....5</li> <li>○ Not provided.....0</li> </ul>	<b>5</b>
	<b>TOTAL</b>	<b>100</b>
<p><b>Average score 70 points and above shall be considered for further evaluation.</b></p>		

**STAGE 2  
COMPLIANCE WITH TECHNICAL SPECIFICATIONS FOR SUPPLY AND  
DELIVERY OF CERTIFIED HYBRID MAIZE SEED**

**Specification**

- 1** Supply and delivery Certified Hybrid Maize Seed varieties for Highlands and Mid low lands and Mid lowlands and lowlands(6000fts and 5000fts Series) respectively
- 2** **PACKAGING AND LABELING SPECIFICATIONS**  
The Certified Maize Seeds shall be packaged in materials that protect the product from physical, chemical and moisture contamination

**a) Commercial/Financial Evaluation**

Verifying the financials and checking for arithmetical errors, omissions and price comparison among the qualified tenderer in accordance with the evaluation criteria.

**SECTION VI -PRICE SCHEDULE OF SUPPLY AND DELIVERY OF CERTIFIED HYBRID MAIZE SEED**

Name of tenderer \_\_\_\_\_

Tender Negotiation Number.....2020/2021

S/No	Supply and delivery of Certified Hybrid Seeds	Quantity	Unit Price In Kshs.	Total Amount
1.	Supply and delivery of Certified Hybrid Maize seeds for Highland to Midland Varieties(6000 ft series)	6200(10kg)		
2.	Supply and Delivery of Certified Hybrid Maize Seeds for Midland to lowlands Varieties(5000 ft series)	9800 (10KG)		
TOTAL				

Signature of tenderer.....

**Note 1: In case of discrepancy between unit price and total, the unit price shall prevail**

**Note2: The price quoted should be inclusive of purchase costs, transportation costs and offloading costs till to the point of delivery.**

## **SECTION VI - DELIVERY SCHEDULE AND REQUIREMENTS**

The Procuring entity requires that the seed under the Invitation for Tender shall be delivered at the time specified in the Schedule of Requirements.

### **6.1 SEEDS QUANTITIES REQUIRED BY 14<sup>TH</sup> JANUARY 2021**

Supply and delivery of Certified Hybrid Seeds.

**Supply and delivery of Certified Hybrid Maize seeds for Highland to Midland Varieties(6000 ft series)=6200(10Kgs)**

**Supply and Delivery of Certified Hybrid Maize Seeds Midland to lowlands Varieties(5000 ft series)=9800(10kgs)**

**SECTION VII - SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT OF 2015**

I.....,of post office Box.....being a resident of.....in the Republic of.....do hereby make a statement as follows:-

1.THAT I am the company secretary/chief Executive/Managing Director/Principal officer/Director of.....(insert name of the company)who is a Bidder in respect of Tender No.....for.....(insert name of the procuring entity)and duly authorized and competent to make this statement.

2.THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under part IV of the act.

3.THAT what is deboned to hereinabove is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official stamp



**SECTION VIII: SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I.....of 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 Negotiation no.....for.....(insert tender title/description )for.....(insert name of the procuring entity)and duly authorized and competent to make this statement.

2THAT 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).

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 or agents of.....(name of 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 deboned to hereinabove is true to the best of my knowledge information and belief

.....  
(Title) (Signature) (Date)

Bidders official stamp

8.1 **FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(Insert equipment description)*) in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....  
.....*(Procuring entity)*.

4. We agree to abide by this Tender for a period of ..... *[Number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_  
\_\_\_\_\_

**8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

<i>Part 1 - General:</i>			
Business			Name
.....			
Location	of	business	premises.
.....			
Plot	No.....		Street/Road
.....			
Postal Address	.....	Tel No. ....	Fax ..... E mail .....
Nature		of	Business
.....			
Registration		Certificate	No.
.....			
Maximum value of business which you can handle at any one time - Kshs.			
Name	of	your bankers	..... Branch
.....			

Part 2 (a) - Sole Proprietor			
Your name in full	.....		Age
.....			
Nationality	.....	Country	of origin
.....			
	•	Citizenship	details
.....			

	<p>.....</p> <p>•</p>																																														
	<p><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;"></td> <td style="width: 30%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Nationality</td> <td style="width: 20%; text-align: center;">Citizenship</td> </tr> <tr> <td style="text-align: right;">Details</td> <td style="text-align: center;">Shares</td> <td></td> <td></td> </tr> <tr> <td></td> <td>1.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>2.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>3.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>4.</td> <td>.....</td> <td>.....</td> </tr> </table>		Name	Nationality	Citizenship	Details	Shares				1.	.....	.....		2.	.....	.....		3.	.....	.....		4.	.....	.....																						
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	5.	.....	.....																																												
Date	.....	Signature of Candidate	.....																																												

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

### 8.3 TENDER SECURITY FORM

Whereas ..... [*Name of the tenderer*]  
(Hereinafter called "the tenderer") has submitted its tender dated  
..... [*Date of submission of tender*] for the supply, installation and  
commissioning of ..... [*Name and/or description of the equipment*]  
(Hereinafter called "the Tender") ..... KNOW  
ALL PEOPLE by these presents that WE ..... of  
..... having our registered office at .....  
(Hereinafter called "the Bank"), are bound unto ..... [*Name of  
procuring entity*] (Hereinafter called "the Procuring entity") in the sum of  
..... For which payment well and truly to be made to the said  
Procuring entity, the Bank binds itself, its successors, and assigns by these  
presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*Signature of the bank*] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)



## 8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]* .....

WHEREAS ..... *[Name of the manufacturer]* who are established and reputable manufacturers of ..... *[Name and/or description of the goods]* having factories at ..... *[Address of factory]* do hereby authorize ..... *[Name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[Reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

*[Signature for and on behalf of manufacturer]*

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

**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER



**8.9 FORM RB**

**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 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