



## **KENYA RURAL ROADS AUTHORITY**

### **TENDER DOCUMENT**

**FOR**

### **SUPPLY AND DELIVERY OF FRESH MILK TO KeRRA HEAD QUARTERS**

**TENDER NO. KeRRA/011/37/03/2019-2020**

**CLOSING DATE: 10<sup>TH</sup> DECEMBER, 2019 AT 11.00 A.M.**

**NOVEMBER 2019**

**DIRECTOR (CORPORATE SERVICES),  
KENYA RURAL ROADS AUTHORITY,  
P.O. BOX 48151 -00100,  
NAIROBI**

**DIRECTOR GENERAL,  
KENYA RURAL ROADS AUTHORITY,  
P.O BOX 48151 - 00100,  
NAIROBI.**

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## **INTRODUCTION**

The Kenya Rural Roads Authority is a State Corporation established under the Kenya Roads Act 2007, with the responsibility for the management, development, rehabilitation and maintenance of rural roads.

Kenya Rural Roads Authority hereinafter referred to as KeRRA wishes to invite bids from firms delivering and supplying fresh milk.

## **SECTION I – INVITATION TO TENDER**

**TENDER NUMBER: (KeRRA/011/37/03/2019-2020)**

**TENDER NAME: (SUPPLY AND DELIVERY OF FRESH MILK TO KeRRA HEADQUARTERS)**

The Kenya Rural Roads Authority invites sealed bids from eligible candidates for the **Supply and delivery of fresh milk to KeRRA Headquarters** for a period of 24 months commencing January 2020, with the possibility of a further one (1) year renewal.

The following must be submitted together with the tenders:-

- 1) Certified Copy of Certificate of Incorporation/Registration
- 2) Copy of Valid Tax Compliance Certificate
- 3) Copy of PIN & VAT Certificate
- 4) Current City, municipal or County Council trade license or business permit.
- 5) Duly filled Form of Tender.
- 6) Duly filled Confidential Business Questionnaire
- 7) Certified Current CR 12 from Registrar of Companies. This Should be Provided with Identification Documents of Directors (ID OR Passport).
- 8) All tenders must be accompanied by a tender security of Ksh. 100, 000.00 (Kenya Shillings One Hundred Thousand only) in form of Bank Guarantee in the format provided in the tender document valid for at least One Hundred and Eighty (180) days from the closing day of the tenders.
- 9) Letter of authorization or appointment from the Milk Processing Plant or distributor
- 10) Certified Audited Financial Statements for the last three years (2016,2017, 2018)
- 11) Provide valid Public Health medical certificate for the premises
- 12) Written Power of Attorney
- 13) All pages of the submitted documents to be serialized/paginated (i.e 1,2,3,4,5.....)

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Management Office, situated at the **Kenya Rural Roads Authority Headquarters Barabara Plaza Block ‘B’ on 3<sup>rd</sup> Floor South Wing**, during normal working hours.
- 1.2 A complete set of tender documents may be downloaded by interested Candidates from our website [www.kerra.go.ke](http://www.kerra.go.ke) and/or Public Procurement Portal: [www.tenders.go.ke](http://www.tenders.go.ke) free of charge.
- 1.3 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of One Hundred Eighty (**180**) days from the closing date of the tender.
- 1.4 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 **Kenya Rural Roads Authority Headquarters, Barabara Plaza Block ‘B’ Ground Floor East Wing** so as to be received on or before **Tuesday 10<sup>th</sup> December 2019 at 11.00AM** or be addressed:

**The Director General,  
Kenya Rural Roads Authority,  
P.O Box 48151-00100, Nairobi Kenya.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the bidders representatives who choose to attend at KeRRA Headquarters Boardroom, Block ‘B’ Ground Floor South Wing.

Deputy Director Supply Chain Management

**For: Director General**

## **2.1 Eligible Tenderers**

- 2.1.1. This Invitation to tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. KeRRA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KeRRA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KeRRA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## **2.3 Contents of tender documents**

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - i) Instructions to Tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii) Principal's or manufacturers authorization form
  - xiii) Anti - corruption declaration commitment/ pledge
  - xiv) Self-declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

- 2.4.1 A prospective candidate making inquiries of the tender document may notify KeRRA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. KeRRA will

respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by KeRRA. 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.

2.4.2 KeRRA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer make timely submission of their tender.

## **2.5 Amendment of documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The Tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all **customs duties** and **VAT** and other **taxes payable**.

- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed **15%** of the original contract price.
- 2.9.6 Price variation requests shall be processed by KeRRA within 30 days of receiving the request.

## **2.10 Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

## **2.11 Tenderers Eligibility and Qualifications.**

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its tender is accepted shall establish to KeRRA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect KeRRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:
  - a) A bank guarantee.
  - b) Cash.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
  - e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by KeRRA as non-responsive, pursuant to paragraph 2.20.
- 2.12.5 Unsuccessful Tenderer's security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KeRRA.

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by KeRRA on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.26
  - or
  - (ii) to furnish performance security in accordance with paragraph 2.27.

- (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for One Hundred and Eighty (180) days or as specified in the invitation to tender after the date of tender opening prescribed by KeRRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KeRRA as non-responsive.

2.13.2 In exceptional circumstances, KeRRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

2.14.1 The tenderer shall prepare **two copies** of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un- amended printed literature, shall be initialed by the person or persons signing the tender.

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

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

2.15.1 The bidder shall seal the original and each copy of the bid in separate envelopes duly marking the envelopes "**ORIGINAL**" and "**COPY**". The envelopes shall then be sealed in an outer separate envelope. **All pages of the submitted documents to be serialized/paginated (i.e 1,2,3,4,5.....)**

The inner and outer envelopes shall:

(a) Be addressed to KeRRA at the address given in the Invitation to Tender i.e. **The Director General, Kenya Rural Roads Authority, Barabara Plaza, Block 'B' Off Mombasa Road, Opposite KCAA along Airport South Road, JKIA, Nairobi. P.O Box 48151-00100, Nairobi Kenya.**

(b) Bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE**" **Tuesday 10<sup>th</sup> December 2019**. The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late"

2.15.2 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, KeRRA will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by KeRRA at the address specified under paragraph 2.15.1

(a) no later than **Tuesday 10<sup>th</sup> December 2019 at 11.00 a.m.**

2.16.2 KeRRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of KeRRA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by KeRRA as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender is received by KeRRA prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 KeRRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 KeRRA 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.

## **2.18 Opening of Tenders**

2.18.1 KeRRA will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Tuesday 10<sup>th</sup> December 2019 at 11.00 a.m** and in the location specified in the invitation to

tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KeRRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 KeRRA will prepare minutes of the tender opening which will be submitted to the Tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders, KeRRA may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence KeRRA in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderer's tender.

Comparison or contract award decisions may result in the rejection of the Tenderer's tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 KeRRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 KeRRA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, KeRRA 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. KeRRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by KeRRA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

- 2.21.1 Where other currencies are used, KeRRA will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

- 2.22.1 KeRRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 KeRRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
  - (a) Quantities proposed in the tender;
  - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

### **(a) *Quantities proposed in the Tender***

KeRRA requires that the quantities specified under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than KeRRA's required delivery time will be treated as non-responsive and rejected.

### **(b) *Deviation in payment schedule***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. KeRRA may consider the alternative payment schedule offered by the selected tenderer.

- 2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.6 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.

## **2.23 Contacting KeRRA**

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact KeRRA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence KeRRA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the Tenderers tender.

## **2.24 Post qualification**

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is

selected as having submitted the highest combined score responsive tender is qualified to perform the contract satisfactorily.

- 2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as KeRRA deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event KeRRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

- 2.25.1 Subject to paragraph 2.26 KeRRA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
  - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.26 Procuring entity's Right to accept or Reject any or all Tenders**

- 2.26.1 KeRRA 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 KeRRA's action. If KeRRA determines that none of the tenders is responsive, KeRRA shall notify each tenderer who submitted a tender.
- 2.26.2 KeRRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award, shall be considered for debarment from participating in future public procurement

## **2.27 Notification of award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KeRRA pursuant to clause 2.26. Simultaneously, the other Tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, KeRRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.28 Signing of Contract**

2.27.1 At the same time as KeRRA notifies the successful tenderer that its tender has been accepted, KeRRA will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KeRRA.

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

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

## **2.29 Performance Security**

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to KeRRA.

2.29.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KeRRA may make the award to the next lowest evaluated or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 KeRRA requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 KeRRA will reject a tender 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;

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

| Instructions to Tenderers | Particulars of appendix to instructions to tenderers  |
|---------------------------|---|
| 2.1                       | Registered suppliers of milk.   |
| 2.10                      | Prices must be in Kenya Shillings only and it must be inclusive of all taxes  |
| 2.11                      | <p><b>Mandatory Items</b></p> <ol style="list-style-type: none"> <li>1) Attach Certified Copy of Certificate of Incorporation/Registration</li> <li>2) Attach Copy of Valid Tax Compliance Certificate</li> <li>3) Attach a copy of PIN &amp; VAT Certificate</li> <li>4) Attach valid Certified Copy of Current City, municipal or County Council trade license or business permit.</li> <li>5) Attach duly filled Form of Tender.</li> <li>6) Attach duly filled Confidential Business Questionnaire</li> <li>7) Certified Current CR 12 from Registrar of Companies. This Should be Provided with Identification Documents of Directors (ID OR Passport).</li> <li>8) All tenders must be accompanied by a tender security of Ksh. 100, 000.00 (Kenya Shillings One Hundred Thousand only) in form of Bank Guarantee in the format provided in the tender document valid for at least One Hundred &amp; Eighty (180) days from the closing day of the tenders.</li> <li>9) Letter of authorization or appointment from Milk Processing Plant or distributor</li> <li>10) Certified Audited Financial Statements for the last three years (2016,2017, 2018)</li> <li>11) Provide valid Public Health medical certificate for the premises</li> <li>12) Written Power of Attorney</li> <li>13) All pages of the submitted documents to be serialized/paginated (i.e 1,2,3,4,5.....)</li> </ol> |
| 2.12                      | Bidders shall provide a tender security of <b>Kshs. 100,000.00</b> in form of unconditional bank guarantee from a <b>reputable bank</b> in Kenya and shall be valid for a period of One Hundred & Eighty ( <b>180</b> ) days from the date of tender opening. Bidders who will submit bid bond of lesser value/validity shall be disqualified.  |
| 2.13.1                    | The tender shall remain valid for a period of One Hundred Eighty ( <b>180</b> ) days from the date of opening.  |
| 2.14.1                    | <i>Bidders shall provide One (1) “<b>ORIGINAL</b>” copy of the tender document clearly Marked “<b>Original</b>” and One (1) copy clearly Marked “<b>COPY</b>” all placed in one envelope.</i>   |
| 2.15                      | Closing date shall be <b>Tuesday, 10<sup>th</sup> December, 2019 at 11.00 a.m.</b>  |
| 2.16                      | The contract will be awarded to the lowest evaluated bidder.  |
|                           | <b>Post qualification Evaluation</b>  |

| Instructions to Tenderers | Particulars of appendix to instructions to tenderers   |
|---------------------------|--|
| 2.17                      | The Procuring Entity shall carry out due diligence on bidder's Performance to authenticate their experiences |

#### EVALUATION CRITERIA

- Preliminary Examination
- Technical Evaluation
- Financial Evaluation – Lowest evaluated bidder

#### (I). PRELIMINARY REQUIREMENTS (MANDATORY)

| No.                    | Requirements  |
|------------------------|---|
| <b>Mandatory Items</b> |   |
| 1)                     | Attach Certified Copy of Certificate of Incorporation/Registration  |
| 2)                     | Attach Copy of Valid Tax Compliance Certificate   |
| 3)                     | Attach a copy of PIN & VAT Certificate  |
| 4)                     | Attach valid Certified Copy of Current City, municipal or County Council trade license or business permit.  |
| 5)                     | Attach duly filled Form of Tender.  |
| 6)                     | Attach duly filled Confidential Business Questionnaire  |
| 7)                     | Certified Current CR 12 from Registrar of Companies. This Should be Provided with Identification Documents of Directors (ID OR Passport).   |
| 8)                     | All tenders must be accompanied by a tender security of Ksh.100, 000.00 (Kenya Shillings One Hundred Thousand only) in form of Bank Guarantee in the format provided in the tender document valid for at least One Hundred & Eighty (180) days from the closing day of the tenders. |
| 9)                     | Letter of authorization or appointment from the Milk Processing Plant or distributor  |
| 10)                    | Certified Audited Financial Statements for the last three years (2016,2017, 2018)   |
| 11)                    | Provide valid Public Health medical certificate for the premises  |
| 12)                    | Written Power of Attorney   |
| 13)                    | All pages of the submitted documents to be serialized/paginated (i.e 1,2,3,4,5.....)  |

***NOTE: Where certification is required, it must be done so by a Commissioner of Oaths.***

## (II) .TECHNICAL EVALUATION

Technical evaluation criteria shall be as follows:-

| S/No | CRITERIA  | C/No | METHOD OF EVALUATION   | Pass | Fail |
|------|---|------|--|------|------|
| 1)   | Firm experience   |      | No of years the company has been involved in milk processing should not be less than 2years  |      |      |
| 2)   | References  | a)   | No of contracts handled in the last three years (attach evidence/proof i.e LPO/Award Letter )  |      |      |
|      |   | (b)  | No of contracts with public entities (attach references, recommendation letters from Three clients   |      |      |
| 3)   | Professional qualifications and experience of three technical personnel (documentary evidence is mandatory) | a)   | Professional qualifications of the staff   |      |      |
|      |   | b)   | Relevant educational qualifications –  |      |      |
|      |   | c)   | General and specific experience of the staff   |      |      |
| 4)   | Technical capability (documentary evidence is mandatory)  | a)   | No of operational vehicles/motor cycles  |      |      |
| 5)   | Financial capability  | a)   | Submission of audited accounts, other financial statements acceptable to the Employer, for the last three [3] years for tenders to demonstrate: the current soundness of the applicant's financial position and its prospective long-term profitability, |      |      |
|      |   | b)   | Capacity to have a cash flow amount of min. 2,000,000 (Two Million equivalent working capital (attach documentary evidence)  |      |      |
| 6)   |   |      | Written confirmation that the client has not been debarred as a supplier, service provider or consultant for goods and services in Kenya   |      |      |
|      |   |      | Company profile including management team and board of directors   |      |      |
|      |   |      | Value of Business that the Firm can handle must not be less than 2,000,000.00  |      |      |
|      |   |      | Certified bank statements for the past 6 months  |      |      |
|      |   |      | <b>Total</b>   |      |      |

## 3. FINANCIAL EVALUATION

Bids that pass the above stages shall be compared on the total quoted price. The Overall lowest priced bidder will be considered lowest evaluated and subsequently recommended for award.

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

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

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between KeRRA 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 goods to be provided by the contractor including materials and incidentals which the tenderer is required to provide to KeRRA under the Contract.
- d) “KeRRA” means the organization sourcing for the goods under this Contract.
- e) “The supplier means the individual or firm providing the goods under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.4 Patent Rights**

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

### **3.5 Performance Security**

- 3.5.1 Within Twenty Eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KeRRA the performance security where applicable in the amount specified in the Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to KeRRA as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to KeRRA and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.
- e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

3.5.4 The performance security will be discharged by KeRRA and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Delivery of Goods**

3.6.1 Delivery of the goods shall be made by the Service provider in accordance with the terms specified by KeRRA in the schedule of requirements and the special conditions of contract

### **3.7 Inspections and Tests**

- 3.7.1 KeRRA or its representative shall not allow any third party into her premise without any proper uniform and employment Identity Card.
- 3.7.2 KeRRA or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. KeRRA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.3 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 KeRRA.
- 3.7.4 Should any inspected or tested goods fail to conform to the specifications, KeRRA may reject the goods, and the tenderer shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to KeRRA.
- 3.7.5 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

Prices charged by the supplier for goods delivered under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in KeRRA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with KeRRA's prior written consent.

### **3.11 Termination for Default**

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

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

### **3.12 Termination for Insolvency**

KeRRA may at any time, terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to KeRRA.

### **3.13 Termination for convenience**

3.13.1 KeRRA by written notice sent to the supplier 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 KeRRA's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination, KeRRA may elect to cancel delivery of the goods and pay to the supplier an agreed amount for partially completed services.

### **3.14 Resolution of disputes**

KeRRA and the supplier shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute 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.

### **3.15 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.

### **3.16 Force Majeure**

The supplier 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.

### **3.17 Applicable Law**

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

### **3.18 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 fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

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

4.1 Special conditions of contract shall supplement the general conditions of contract. Wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

| <b>General conditions of contract reference</b> | <b>Special conditions of contract</b>   |
|---|---|
| 4.2.1   | A performance security of 10% of the total contract price in the form of unconditional bank guarantee from a reputable bank will be required from the winning bidder.   |
| 4.2.2   | Payment shall be made monthly and within thirty (30) days from the date of invoice and upon satisfactory delivery of services   |
| 4.2.3   | The purchaser will not pay for goods not delivered.   |
| 4.2.4   | Price adjustments shall not be allowed for the entire contract period   |
| 4.2.5   | In case of a dispute between the purchaser and the supplier and in case of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya. |
| 4.2.6   | Laws of Kenya   |
| 4.2.7   | <b>The Director General,<br/>Kenya Rural Roads Authority,<br/>Barabara Plaza, Block 'B' Off Mombasa Road,<br/>Opposite KCAA along Airport South Road, JKIA, Nairobi.<br/>P.O Box 48151-00100, Nairobi Kenya.</b>    |

## **SECTION V: SCHEDULE OF REQUIREMENTS**

Contract Duration – Twenty Four Months

Delivery period – Five days every week - Weekdays (to be done by 6:00 a.m)

Delivery Location – Barabara Plaza Block B Fourth Floor

Description – 500ml Tetra Pack

Quantity – 210 Packets per day

## **SECTION VI:**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to Tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to Tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to KeRRA pursuant to instructions to Tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and KeRRA in accordance with the instructions to Tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the Tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to KeRRA and pursuant to the conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VII: STANDARD FORMS**

1. Form of Tender
2. Price schedule Form
3. Contract form
4. Confidential Business Questionnaire Form
5. Tender Security Form
6. Performance Security Form
7. Bank guarantee for advance payment
8. Anti - corruption declaration commitment/ pledge
9. Self-declaration form
10. Letter of Notification of Award

## FORM OF TENDER

To:

Date.....

Name and address of procuring entity: **KENYA RURAL ROADS AUTHORITY**

Tender No. **KeRRA/011/37/03/2019-2020**

Tender Name: **SUPPLY AND DELIVERY OF FRESH MILK TO KeRRA HEADQUARTERS**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver fresh milk under this tender in conformity with the said Tender document for the sum of.....[Total Tender amount figures].....[Total Tender amount 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.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

---

[Signature]

---

[In the capacity of]

Duly authorized to sign tender for and on behalf of

## PRICE SCHEDULE FORM

| ITEM DESCRIPTION            | QUANTITY (PKT) | UNIT PRICE | DISCOUNTS | TOTAL UNIT PRICE | DELIVERY PERIOD      |
|-----------------------------|----------------|------------|-----------|------------------|----------------------|
| FRESH MILK 500ML TETRA PACK | 1              |            |           |                  | AS AND WHEN REQUIRED |

### NOTE

1. The total Unit Price is to be carried forward to the form of Tender
2. The total Unit price should be Inclusive of VAT
3. The Approximate Quantity to be consumed is 210 Packets .This may vary upwards or downwards .
4. The Request and Delivery shall be as and When required.

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_ 2020 between..... [Name of procurement entity] of .....[country of Procurement entity](hereinafter called “KERRA”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS KeRRA invited tenders for milk supply and has accepted a tender by the tenderer for the supply and delivery of fresh milk in the sum of \_\_\_\_\_

\_\_\_\_\_ [Contract price in words in figures] (here in after called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, 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) KeRRA’s Notification of Award.
3. In consideration of the payments to be made by KeRRA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KeRRA to supply and deliver milk and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. KeRRA 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 KeRRA)

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**

Business Name .....

Location of Business Premises .....

Plot No, ..... Street/Road.....

Postal address ..... Tel No. ..... Fax /Email .....

Nature of Business .....

Registration Certificate No. .....

Maximum value of business, which you can handle at any one time – Kshs. ....

Name of your bankers.....

Branch .....

|          | <p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>  |                     |             |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |
|----------|--|---------------------|-------------|---------------------|--------|----------|--|--|--|----------|--|--|--|----------|--|--|--|----------|--|--|--|
|          | <p style="text-align: center;"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <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>  | Name                | Nationality | Citizenship details | Shares | 1. ..... |  |  |  | 2. ..... |  |  |  | 3. ..... |  |  |  | 4. ..... |  |  |  |
| Name     | Nationality  | Citizenship details | Shares      |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |
| 1. ..... |  |                     |             |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |
| 2. ..... |  |                     |             |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |
| 3. ..... |  |                     |             |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |
| 4. ..... |  |                     |             |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |
|          | <p style="text-align: center;"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table><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> | Name                | Nationality | Citizenship details | Shares | 1. ..... |  |  |  | 2. ..... |  |  |  | 3. ..... |  |  |  | 4. ..... |  |  |  |
| Name     | Nationality  | Citizenship details | Shares      |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |
| 1. ..... |  |                     |             |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |
| 2. ..... |  |                     |             |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |
| 3. ..... |  |                     |             |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |
| 4. ..... |  |                     |             |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |
|          | Date.....Signature of Candidate.....   |                     |             |                     |        |          |  |  |  |          |  |  |  |          |  |  |  |          |  |  |  |

## **TENDER SECURITY FORM**

Whereas [name of Bidder] (hereinafter called <the tenderer> has submitted its bid dated [date of submission of bid] for the supply and delivery of fresh milk (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at Kenya Rural Roads Authority (hereinafter called <KeRRA> in the sum of [state the amount] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

### **THE CONDITIONS of this obligation are:-**

1. If the tenderer withdraws its tender during the period of tender validity specified by KeRRA on the Form; or
2. If the tender, having been notified of the acceptance of its tender by KeRRA during the period of tender validity
  - (a) Fails or refuses to execute the Contract Form, if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to KeRRA up to the above amount upon receipt of its first written demand, without KeRRA having to substantiate its demand, provided that in its demand KeRRA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

---

## PERFORMANCE SECURITY FORM

To: .....

*[Name of procuring entity]*

WHEREAS ..... [name of tenderer]  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
[reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply  
.....  
[description of insurance 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 a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature and seal of the Guarantors

*[Name of bank of financial institution]*

*[Address]*

*[Date]*

## 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 KeRRA 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 KERRA on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding .....

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between KeRRA 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

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[name of bank or financial institution]

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[address]

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[date]

## **ANTI - CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

**(Section 62 of the PPD Act, 2015)**

I/We/Messrs..... of

Street, Building, P O Box.....

.....  
Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

.....  
Authorized Signature.....

.....  
Name of Signatory.....

.....  
Title of Signatory.....

.....  
Official Stamp.....

## **SELF-DECLARATION FORM**

Date \_\_\_\_\_

To:

**The Director General,  
Kenya Rural Roads Authority,  
Barabara Plaza, Block 'B' Off  
Mombasa Road,  
Opposite KCAA along Airport South  
Road, JKIA, Nairobi.  
P.O Box 48151-00100, Nairobi.**

The tenderer i.e. (name and address)

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declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

## LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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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.

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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*) \_\_\_\_\_  
\_\_\_\_\_

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SIGNED FOR ACCOUNTING OFFICER