



**SALE OF EUCALYPTUS TREES AT ELDORET
INTERNATIONAL AIRPORT PHASE I
(BLOCK 1 AND 2)**

TENDER NO. KAA/OT/JKIA/1515/2018-2019

MAY, 2019

TABLE OF CONTENTS

		PAGE
INTRODUCTION		3
SECTION I	INVITATION TO TENDER.....	4
SECTION II :	INSTRUCTIONS TO TENDERERS.....	5
	Appendix to Instructions to tenderers.....	12
SECTION III :	SCHEDULE OF ITEMS AND PRICE.....	14
SECTION IV :	CONDITIONS OF TENDER.....	16
	Appendix to Conditions of Tender.....	17
SECTION V :	STANDARD FORMS.....	19
	5.1 FORM OF TENDER.....	20
	5.2 CONFIDENTIAL BUSINESS	
	QUESTIONNAIRE FORM.....	21
	5.3 TENDER COMMITMENT	
	DECLARATION FORM.....	22

SECTION I: INVITATION TO TENDER

Date: May, 2019

TENDER NAME: SALE OF EUCALYPTUS TREES AT ELDORET INTERNATIONAL AIRPORT PHASE I (BLOCK I AND 2)

TENDER NO. KAA/OT/JKIA/1515/2018-2019

Kenya Airports Authority now invites sealed tenders from eligible candidates to sale of Eucalyptus trees at Eldoret International Airport Phase I (Block I and 2) through a competitive bidding process.

- I.1 You may obtain further information and inspect the tender documents at Office of the General Manager (Procurement & Logistics) Kenya Airports Authority Headquarters Building located at Jomo Kenyatta International Airport, 2nd floor during working hours.
- I.2 Tender documents may be obtained at Kenya Airports Authority Headquarters at JKIA Nairobi upon payment of non-refundable fees of Kshs.1,000 in cash or banker's cheque to KAA HQS cashier on 1st floor or downloaded from Kenya Airports Authority website (www.kaa.go.ke), (<https://www.kaa.go.ke/corporate/procurement/>) or Public Procurement Information Portal <https://www.ppip.go.ke> and thereafter bidders can forward their company's details to tenders@kaa.go.ke at no cost so that any addendum/clarifications can be send to their email address.
- I.3 Tenderers will be required to pay in advance a refundable deposit of **Kshs. 500,000 per block**. This should be in a form acceptable to the procuring entity which may be:
 - i. Cash
 - ii. Bankers Cheque
 - iii. A bank guarantee
 - iv. An equivalent instrument such as a stand-by letter of credit
 - v. An insurance company security
- I.4 Viewing of the trees shall be from **15th May 2019 to 30th May 2019** between **8.00 am to 5.00pm**. However, a formal pre-bid meeting shall take place on the **15th May, 2019 at 10.00 am** at Eldoret International Airport.
- I.5 Completed tender documents serialized from the first to last page including any attachments shall be submitted in plain sealed envelopes clearly marked with the Tender number and name and marked "**DO NOT OPEN BEFORE 4th June, 2019 at 11.00 am**" and marked:

TENDER NAME: SALE OF EUCALYPTUS TREES AT ELDORET INTERNATIONAL AIRPORT PHASE I (BLOCK I AND 2)

TENDER NO: KAA/OT/JKIA/1515/2018-2019

and deposited their bidding document in the Tender Box located at the 2nd floor of Kenya Airports Authority Headquarters and addressed to:

**The Managing Director/CEO,
Kenya Airports Authority,
P.O. Box 19001-00501
Nairobi
Email: tenders@kaa.go.ke**

So as to be received on or before **4th June, 2019 at 11.00 am. Late** submission shall be rejected.

- 1.6 Prices quoted should be inclusive of all applicable taxes, must be in Kenya Shillings and shall remain valid for **120 days** from the closing/opening date of the tender.
- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at Kenya Airports Authority Headquarters building in the conference room on the 1st Floor.
- 1.8 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website www.kaa.go.ke. All bidders are advised to regularly check the website during the bidding period.
- 1.9 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

**GM (PROCUREMENT & LOGISTICS)
FOR: MANAGING DIRECTOR**

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

		Page
2.1	Eligible tenderers.....	5
2.2	Cost of tendering.....	5
2.3	Tender documents.....	5
2.4	Clarification of documents.....	6
2.5	Amendments of documents.....	6
2.6	Tender prices and currencies.....	6
2.7	Tender deposit.....	7
2.8	Validity of tenders.....	7
2.9	Viewing of the tender items.....	8
2.10	Sealing and marking of tenders.....	8
2.11	Deadline for submission of tenders.....	8
2.12	Modification and withdrawal of tenders.....	8
2.13	Opening of tenders.....	9
2.14	Clarification of tenders.....	9
2.15	Evaluation and comparison of tenders.....	10
2.16	Award of tender criteria.....	10
2.17	Notification of award.....	10
2.18	Contacting the procuring entity.....	11

SECTION II - INSTRUCTION TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices
- 2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 166 of the Act.

2.2 Cost of Tendering

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. **1,000/=**
- 2.2.3 The procuring entity shall allow the tender to review the tender document free of charge before purchase.

2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - (i) Schedule of items and price
 - (ii) Conditions of Tender
 - (iii) Form of tender
 - (iv) Confidential Business questionnaire Form
 - (v) Tender Commitment Declaration Form
- 2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender 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 tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents. Written copies of the Procuring

entities response will be sent to all prospective tenderers that have received the tender document.

2.4.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.4.3 The procuring entity shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its 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 reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment

2.5.2 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.

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

2.6 Tender Prices and Currencies

2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract.

2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period 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

2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Tender deposit

2.7.1 The tenderer shall be required to pay in advance a refundable deposit of **Kshs. 500,000 per block** tendered for.

2.7.2 Failure to put in the required deposit will lead to disqualification of the bid.

2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the procuring entity.

- 2.7.4 The successful Tenderer's tender cash deposit will be credited to his bid price so that it forms part of the amount of the bid and the tender will be required to pay the bid price less the deposit security.
- 2.7.5 The tender deposit may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.
 - (b) In the case of a successful tenderer, if the tenderer fails to pay for and collect the items awarded within a period of fourteen (14) days from the date of notification of award.

2.8 Validity of Tenders

- 2.8.1 Tenders shall remain valid for 90 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.8.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

2.9 Viewing of Tender Items

- 2.9.1 Prospective bidders are advised to view the Eucalyptus Trees, in liaison with the procuring entity before they bid. This will enable them to arrive at the most reasonable and competitive bid.

2.10 Sealing and Marking of Tenders

- 2.10.1** The tenderer shall seal the tender and mark it with the number and name of the tender and **"DO NOT OPEN BEFORE 4th June, 2019 at 11.00 a.m.**

2.11 Deadline for Submission of Tenders

- 2.11.1. Tenders must be received by the Procuring entity at the address specified not later than **4th June, 2019 at 11.00 a.m.**
- 2.11.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. In which case all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Modifications and Withdrawals of Tenders

2.12.1 Modification of tenders

2.12.1.1 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.

2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.12.2 Withdrawals and tenders

2.12.2.1 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. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

2.13 Opening of Tenders

2.13.2 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at **4th June, 2019 at 11.00 a.m.** and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.

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

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

2.14 Clarification of tenders

2.14.2 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.14.3 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.

2.15 Evaluation and Comparison of Tenders

2.15.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.

2.15.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive.

2.15.3 The tender evaluation committee shall evaluate the tender within 14 days of the validity period from the date of opening the tender.

2.16 Award Criteria

2.16.1 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated tender, subject to the price estimate.

2.17 Notification of Award

2.17.2 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.

2.17.3 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

2.18 Contacting the Procuring entity

2.18.1 No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

Appendix to Instructions to tenderers.

The following information for sale of eucalyptus trees shall complement, supplement or amend the provisions of the instructions to tenderers. Whenever there is a conflict between the provisions of the instructions to tenderers and the provisions of the Appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to Tenderers Reference	Bidders must comply
Bidders to bid for the entire block	
Bidders must provide an advance deposit of Kshs. 500,000 per block bided	
Bidders should be legal entity i.e. should be a limited company.	
Bidding will be as per block and not as per Category	
Harvesting will be done in strict compliance to the Technical specifications provided	

2.2.2	The price to be charged for the tender document shall be Kshs. 1,000/=
2.4.2	Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 3 days prior to the deadline for submission of tenders
2.8.1	Tenders shall remain valid for 120 days from tender opening date on 4th June 2019 at 11.00 a.m.
2.9.1	Prospective bidders are advised to view the Eucalyptus Trees, in liaison with the procuring entity before they bid. This will enable them to arrive at the most reasonable and competitive bid.

(Complete as necessary)

Authorized official _____
Name

Signature

Date

EVALUATION CRITERIA

Based on the information contained in the Instructions to Tenderers and the appendix thereof, Bidders will be required to submit the following Mandatory requirements:

Mandatory Evaluation:

Bidders, including all parties of a Joint Venture, shall submit copies of all the following documents with the tender:

- i. Registration/Incorporation Certificate of the tenderer (in case of a joint venture, all parties must submit).
- ii. A valid KRA tax compliance certificate which shall be valid at the time of tender opening (in case of a joint venture, all parties must submit).
- iii. Duly completed Form of Tender in the format of the attached form valid for 120 days from the tender closing/opening date.
- iv. Duly completed and signed site visit certificate in the format provided.
- v. Duly completed tender deposit commitment declaration form in the format provided.
- vi. Duly filled Confidential Business Questionnaire. Provide details of Company's Director's and attach copies of their national identification cards or passports).
- vii. Copy of current CR12. Where one or more of the shareholders is a company (beneficial ownership), the CR12 of such a company shall be provided.
- viii. Duly completed self-declaration form/Anti-Corruption Declaration) in the format provided.
- ix. Dully filled Price Schedule form provided.
- x. All the pages of the bidding document shall be serialized from the first page to the last page including all the attachments.
- xi. Copy of valid business permit.

SECTION IV - CONDITIONS OF TENDER

A tenderer will tender per each block and may tender for both blocks as he/she wishes.

- 4.1 A tenderer will pay a deposit in advance before the closing date of the tender for each block tendered for as indicated in the schedule of blocks and prices.
- 4.2 Tenderers who will be awarded contracts will be required to pay for the blocks not later than 21 days from the date of contract award, failure to which the contract will be cancelled and the deposit forfeited and the blocks to be offered to the second highest bidder so long as is within the reserve price.
- 4.3 Tenderers who will not be awarded contracts will be refunded the deposits fourteen (14) days after notification of the contract awards.
- 4.4 The procuring entity will retain confidential reserve prices for all the blocks. Blocks tendered for below the reserve price will be retained by the procuring entity. Sale will be subject to the reserve price.
- 4.5 All purchased blocks shall be paid for and collected from respective Eldoret International Airport premises as per the above 4.3 conditions.
- 4.6 All bidders are requested to view the items as per the dates shown above and verify their respective details as these are not warranted by KAA as the items are being offered for sale "AS-IS-WHERE-IS" Basis.

PRICE SCHEDULE

Block No.	Species	Category	Age (years)	Mean DBH (cm)	No. of Stems	KAA Reserve Price	Bid Offer (Kshs) per category	Cumulative Bid offer per Block (Kshs)
Block IA	Eucalyptus	Timber	14	24	7016	14,032,000.00		
	Eucalyptus	T/Poles	14	26	2652	11,934,000.00		
	Eucalyptus	B/Poles	14	10-15	1195	1,326,000.00		
	Eucalyptus	B/Poles	14	5-10	1105	110,500.00		
	Eucalyptus	Withies	14	<5	37	555.00		
Block IB	Eucalyptus	Timber	14	22	4336	6,504,000.00		
	Eucalyptus	T/Poles	14	28	2647	11,911,500.00		
	Eucalyptus	B/Poles	14	10-15	1455	727,500.00		
	Eucalyptus	B/Poles	14	5-10	1303	130,300.00		
	Eucalyptus	Withies	14	<5	28	420.00		
Block IC	Eucalyptus	Timber	14	21	2056	3,084,000.00		
	Eucalyptus	T/Poles	14	28	2850	12,825,000.00		
	Eucalyptus	B/Poles	14	10-15	1499	749,500.00		

Block No.	Species	Category	Age (years)	Mean DBH (cm)	No. of Stems	KAA Reserve Price	Bid Offer (Kshs) per category	Cumulative Bid offer per Block (Kshs)
	Eucalyptus	B/Poles	14	5-10	1660	166,000.00		
	Eucalyptus	Withies	14	<5	42	630.00		
Block ID	Eucalyptus	Timber	14	22	2642	3,963,000.00		
	Eucalyptus	T/Poles	14	28	3087	13,891,500.00		
	Eucalyptus	B/Poles	14	10-15	1381	690,500.00		
	Eucalyptus	B/Poles	14	5-10	1526	152,600.00		
	Eucalyptus	Withies	14	<5	79	1185.00		
Block 2A	Eucalyptus	Timber	14	23	2535	3,802,500.00		
	Eucalyptus	T/Poles	14	27	1780	8,010,000.00		
	Eucalyptus	B/Poles	14	10-15	2024	1,012,000.00		
	Eucalyptus	B/Poles	14	5-10	1434	143,400.00		
	Eucalyptus	Withies	14	<5	629	9,435.00		
Block 2B	Eucalyptus	Timber	14	22	4169	6,253,500.00		
	Eucalyptus	T/Poles	14	27	1346	6,057,000.00		

Block No.	Species	Category	Age (years)	Mean DBH (cm)	No. of Stems	KAA Reserve Price	Bid Offer (Kshs) per category	Cumulative Bid offer per Block (Kshs)
	Eucalyptus	B/Poles	14	10-15	2106	1,053,000.00		
	Eucalyptus	B/Poles	14	5-10	687	68,700.00		
	Eucalyptus	Withies	14	<5	465	6,975.00		
Block	Eucalyptus	Timber	14	22	6155	9,232,500.00		
2C	Eucalyptus	T/Poles	14	27	1549	6,970,500.00		
	Eucalyptus	B/Poles	14	10-15	1754	877,000.00		
	Eucalyptus	B/Poles	14	5-10	517	51,700.00		
	Eucalyptus	Withies	14	<5	167	2,505.00		
Block	Eucalyptus	Timber	14	21	5190	7,785,000.00		
2D	Eucalyptus	T/Poles	14	27	1653	7,438,500.00		
	Eucalyptus	B/Poles	14	10-15	1731	865,500.00		
	Eucalyptus	B/Poles	14	5-10	779	77,900.00		
	Eucalyptus	Withies	14	<5	322	4,830.00		
Block	Eucalyptus	Timber	14	21	7156	10,734,000.00		

Block No.	Species	Category	Age (years)	Mean DBH (cm)	No. of Stems	KAA Reserve Price	Bid Offer (Kshs) per category	Cumulative Bid offer per Block (Kshs)
2E	Eucalyptus	T/Poles	14	27	927	4,171,500.00		
	Eucalyptus	B/Poles	14	10-15	1006	503,000.00		
	Eucalyptus	B/Poles	14	5-10	533	53,300.00		
	Eucalyptus	Withies	14	<5	158	2,370.00		

KEY: T/P Transmission Poles B/P: Building Poles

AUTHORIZED OFFICIAL:

NAME

SIGNATURE

DATE

Payment Terms and Conditions

- 1) Please note that handing over of the site will be done once KAA receives full payment as per the price schedule.
- 2) All payments should be in either cash deposit, EFT or bankers cheque only. Payment shall be made at the cash office in Kenya Airports Authority Headquarters, 1st floor.
- 3) Bidders will be required to pay for the amount quoted not later than 21 days from the date of contract award.

MANDATORY TECHNICAL SPECIFICATIONS FOR THE TREE HARVETSING

- 1) The felling of trees shall be done by chainsaws only. Felling with axes will not be allowed
- 2) The stump height shall not be more than 10 cm. The top of the stumps will be trimmed into an inverted 'V' shape or sloped at an angle to prevent water lodging on the surface of the stump thus increasing the risk of fungal infection of the stump
- 3) Care must be taken to prevent the damaging or loosening of the bark or stump
- 4) The use of human labour during extraction will be the preferred method. However, the use of skidding tractors complete with a suitable winch system will be allowed under strict supervision
- 5) Stacking will be done in designated stacking areas only
- 6) Loading will be undertaken in designated areas only. Both human labour and mechanized loading will be allowed under strict supervision
- 7) No lorries or tractor trailers will be allowed to load inside the plantation
- 8) All the tops, lops and branches shall be removed from the block **one month** after extraction of the prime material in order to reduce fire risk and interference with coppicing.
- 9) All the material allocated to each bidder must be felled and removed from site within a period of 12 months
- 10) Harvesting operations will only be allowed between 0700 hours and 1700 hours unless expressly permitted otherwise by the Airport Manager.
- 11) All successful bidders will be expected to undergo mandatory airport safety and security briefing from Airport officials.
- 12) All bidders and their employees must seek official clearance from the Airport management (access pass) before entering the forest area
- 13) Being a heightened security zone, all successful bidders and their employees must strictly adhere to instructions, rules and orders issued by the Airport Manager or his representative.

SECTION V - STANDARD FORMS

5.1 Form of Tender

Date:

Tender No: KAA/OT/JKIA/1515/2018-2019

Kenya Airports Authority

P.O. Box 19001 – 00501

NAIROBI

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 purchase and collect all the items offered to us in conformity with the said tender documents for the sum of Kshs.
.....
[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 payable to Kenya Airports Authority.

2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the tender.

3. We agree to abide by the tender for a period of **one hundred and twenty (120 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. We understand that you are not bound to accept the highest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

5.2 Tender deposit commitment Declaration Form

Tender No KAA/OT/JKIA/1515/2018-2019

As indicated in the schedule of items and prices, we do confirm that we have put deposits for the items tendered for as supported by the attached copies of receipts as follows:-

Block No.	Item Description / Block No.	Deposit Kshs.	Receipt No. and Date

Authorizing Official _____
(Name)

(Signature)

(Date)

CONTRACT FORM

THIS AGREEMENT made the ____ day of ____ 20____ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<i>Part 1 – General:</i>				
Business Name				
Location of business premises				
Plot No		Street/Road		
Postal Address		Tel No.		Fax
e mail address				
Nature of Business				
Registration Certificate No.				
Maximum value of business which you can handle at any one time – Kshs.				
Name of your bankers		Branch		
<i>Part 2 (a) – Sole Proprietor:</i>				
Your name in full				Age
Nationality		Country of origin		
Citizenship details				
<i>Part 2 (b) Partnership</i>				
Given details of partners as follows:				
	Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			
<i>Part 2 (c) – Registered Company:</i>				

Private or Public				
.....				
State the nominal and issued capital of company-				
Nominal Kshs.				
.....				
Issued Kshs.				
.....				
Given details of all directors as follows				
	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

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

DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address)

_____ 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.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

LITIGATION HISTORY

Name of Applicant or partner of a joint venture

Applicants, including each of the partners of a joint venture, should provide information of any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. If none, please indicate NONE.

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

TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

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

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

Of.....having registered office at

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

[name of procuring entity](hereinafter called “the procuring entity”) in the sum offor which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

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

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

.....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to

supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the _____ limits _____ of _____ [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

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

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

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

of

[amount of guarantee in figures and words].

We,the

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

_____ [name of bank or financial institution]

_____ [address]

_____ [date]

LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

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

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

I/We (*insert the name of the company / supplier*) ----- declare and guarantee that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply;

- a) The person shall be disqualified from entering into a contract for the procurement;
or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KAA may have.

NameSignature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

I/We (*insert the name of the company / supplier*) -----declare and guarantee that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

I/We (*insert the name of the company / supplier*) -----declare and guarantee that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

CERTIFICATE OF BIDDER'S VISIT TO SITE



This is to certify that I
(Name of bidder or his Representative)

of the firm of
(Name of Firm Quoting)

in the company of
(Name of K.A.A. Representative conducting the visit)

visited the site in connection with the Tender for: **sale of Eucalyptus trees at Eldoret International Airport Phase I (Block I and 2)**
Tender no KAA/OT/JKIA/1515/2018-2019

Having previously studied the Tender Documents, I carefully examined the Site.
I have made myself familiar with all the local conditions likely to influence the service and the cost thereof.
I further confirm that I am satisfied with the description of the service and the explanations given by the said Representative and that I understand perfectly the work to be done as specified and implied in the execution of the Contract.

Signed Date
(Bidder or his Representative)

Signed Date
(Kenya Airports Authority's Representative conducting the visit)