



TENDER DOCUMENT FOR

**SALE OF EUCALYPTUS TREES AT ELDORET INTERNATIONAL AIRPORT AND BOMA
AIRSTRIp ELDORET**

(BLOCK 1, 2, 3, 4, 5 & 6)

**BLOCK 1,3 & 5 RESERVED FOR LARGE SAWMILLERS
&**

BLOCK 2,4 & 6 RESERVED FOR SMALL AND MEDIUM SAWMILLERS

TENDER NO. KAA/OT/EIA/0082/2024-2025

APRIL 2025

MANAGING DIRECTOR/CEO KENYA AIRPORTS AUTHORITY P.O BOX 19001 – 00501 NAIROBI	AIRPORT MANAGER ELDORET INTERNATIONAL AIRPORT P.O BOX 2323 – 30100 ELDORET
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INVITATION TO TENDER

TENDER NO: KAA/OT/EIA/0082/2024-2025

DATE: 15th April, 2025

TENDER NAME: SALE OF EUCALYPTUS TREES AT ELDORET INTERNATIONAL AIRPORT AND BOMA AIRSTRIPS

1. The Kenya Airports Authority invites tenders for the **Sale of Eucalyptus Trees at Eldoret International Airport and Boma Airstrip (Eldoret)**
2. Tendering will be conducted under Open Tender Process using a standardized tender document.
3. A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://kaa.go.ke/corporate/procurement/>. Tender documents obtained electronically will be free of charge.
4. Tender documents may be viewed and downloaded for free from the website (www.kaa.go.ke). Tenderers who download the tender document must forward their particulars immediately to tenders@kaa.go.ke to facilitate any further clarification or addendum.
5. *No other communication channel shall be used except through this email address tenders@kaa.go.ke*
6. A cash deposit of Ksh.3,000,000 for all the Lots bided. This amount is payable to Kenya Airports Authority account –Head office, Cash office. The payment receipt shall be provided as proof which shall be attached together with the bidder's tender document at the point of submission.
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted including all the attachments.
8. The tender shall be submitted online on or before **6th May 2025 at 11.00 am**. Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than three (3) days before tender closing date. All relevant submission documents must be attached on the login submission screen (*On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click "Tech Bid" subfolder and create attachments. "Caution Do not attach your documents on the collaboration folder"*). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>. Bidders should note that documents submitted for purposes of registration for login credentials do not form part of the tender document.
9. All Prices quoted should be inclusive of all costs and taxes; and must be in Kenya shillings and shall remain valid for **186 days** from the closing date of Tender.
10. Tenders will be opened online immediately on **6th May 2025 at 11.00 am** at the Conference Room, 2nd Floor, Kenya Airports Authority Headquarters complex building. A virtual link shall be provided to those tenderers who shall have submitted their interest to submit their tenders online and would wish to participate in the tender opening. Tenderers shall therefore be required to submit their email address to tenders@kaa.go.ke to enable them access this link during the tender opening.

11. There shall be a MANDATORY Site visit for the airport and airstrip on 25th April, 2025 at Eldoret international Airport . Bidders shall converge at Airport Manager's office. Thereafter, bidders can view the trees from 28th April 2025 to 30th April 2025.
12. Bidders shall not have access to the eProcurement system after the official closing time.
13. The addresses referred to above are:

Address for obtaining further information

- i. Name of Procuring Entity – KENYA AIRPORTS AUTHORITY
- ii. Physical address - Kenya Airports Authority Headquarters complex building, Jomo Kenyatta International Airport, Airport North Road, 2nd Floor, Procurement & Logistics Department
- iii. Postal Address – P.O Box 19001 – 00501 Nairobi
- iv. Officer to be contacted. – General Manager, Procurement and Logistics,
- v. Email: tenders@kaa.go.ke

SECTION I - INSTRUCTIONS TO TENDERERS

1 Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.
- 1.2 Tenderers shall be under a declaration of in eligibility for corrupt or fraudulent practices
- 1.3 The Procuring Entity's employees, committee members, board members and their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.
- 1.4 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

2. Cost of Tendering

- 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 The Procuring Entity shall allow the tenderer to review the tender document and the goods to be sold free of charge before tendering.

3. The Tender Document

- 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) Invitation to tender,
- ii) Instructions to tenderers,
- iii) Schedule of items and prices,
- iv) Conditions of Tender,
- v) Form of tender,
- vi) Confidential Business Questionnaire Form,
- vii) Tender Commitment Declaration Form.

- 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.

4 Clarification of Documents

- 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, which it receives not later than thirty (30) days prior to the deadline for the submission of tenders, prescribed by the Procuring Entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

- 4.1 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.
- 4.2 The Procuring Entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

5 Amendment of Documents

- 5.1 At any time prior to the deadline for submission of tenders, the Procuring Entity, may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment
- 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.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment in to account in preparing their tenders, the Procuring Entity, at its discretion, may extend the deadline for the submission of tenders.

6 Tender Prices and Currencies

- 6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the item it proposes to purchase under the contract.
- 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.
- 6.3 The Price quoted shall be in Kenya Shillings.

7 Tender deposit

- 7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices, to the Bank account indicated in Section III - Schedule of Items and Prices
- 7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the tender for the item.
- 7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the Procuring Entity.
- 7.4 The successful Tenderer's tender deposit will be credited to his tender price so that it forms part of the amount of the tender and the tender will be required to pay the tender price less the deposit security.

7.5 The tender deposit shall 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 the balance of the tender price.

8 Validity of Tenders

8.1 Tenders shall remain valid for 60 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.

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 there to 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.

9. Viewing of Tender Items

9.1 Prospective tenders are advised to view the items to be sold before tendering. This will enable them to arrive at the most reasonable and competitive tenders. Tenders are based on "AS WHERE IT IS AND THE CONDITION IT IS IN" and the conditions of the items are not guaranteed or warranted by the seller.

10. Sealing and Marking of Tenders

10.1 The Tenderer shall deliver the Tender in a single, sealed envelope bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single outer envelope, the Tenderer shall place another sealed envelope containing the list of and prices of the items tendered for and addressed as follows.

- i. Bear the name and address (including telephone number and email) of the Tenderer;
- ii. Bear the name and Reference number of the Tender;
- iii. Bear the name and address of the Procuring Entity; and
- iv. Attach a payment slip or certified banking details from a bank, warranting the deposit payment made for the items tender for.

10.2 If all envelopes are not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender, or failure to contact the tenderer in case of advice on the status of the tender or refund of deposit. Tenders that are misplaced or opened prematurely will not be accepted.

11. Deadline for Submission of Tenders

Tenders must be received by the Procuring Entity at the address specified not later than....(*day*,

date and time).

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.

12. Modification of tenders

- 12.1 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.
- 12.2 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 or email but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 12.3 No tender may be modified after the deadline for submission of tenders

13. Withdrawals and tenders

- 13.1 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

14. Opening of Tenders

- 14.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend at (*Time, Day and Date*) and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.
- 14.2 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.
- 14.3 The Procuring Entity will prepare minutes of the tender opening.

15. Clarification of tenders

- 15.1 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.
- 15.1 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.

16 Evaluation and Comparison of Tenders

16.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether the tenderer has fulfilled the eligibility criteria, 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.

16.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

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

16.4 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

17 Award Criteria

17.1 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 tendered price, subject to the reserve price.

18 Notification of Intention to enter into a Contract/Notification of Award

18.1 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.

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

19 Canvassing/Contacting the Procuring Entity

19.1 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.

19.2 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.

ITT Reference	A. General
ITT 1.1	<p>The reference number is: KAA/OT/EIA/0082/2024-2025</p> <p>The Procuring Entity is: KENYA AIRPORTS AUTHORITY</p> <p>The name of the contract is SALE OF EUCALYPTUS TREES AT ELDORET INTERNATIONAL AIRPORT AND BOMA AIRSTRIP, ELDORET</p>
ITT 1.2(a)	<ol style="list-style-type: none"> 1. Upon accessing the tender documents, you will be required to respond to the tender online using the following link https://suppliers.kaa.go.ke/irj/portal. 2. Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than three (3) days before tender closing date. 3. All relevant submission documents must be attached on the login submission screen (<i>On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click "Tech Bid" subfolder and create attachments. "Caution Do not attach your documents on the collaboration folder"</i>). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manuals/. 4. A step by step manual/guide is available for downloading using the link https://www.kaa.go.ke/corporate/procurement/manuals/ <p>Completed Tender documents and its attachments shall be submitted online before the closing date 6th May 2025 at 11.00 am.</p>
ITT 5.2	<p>For clarification of tender purposes, the Procuring Entity's address is;-</p> <p>Name of Procuring Entity: Kenya Airports Authority</p> <p>Postal Address and name of Officer to be intensioned:</p> <p>General Manager (Procurement & Logistics)</p> <p>P.O. BOX 19001-00501 Nairobi</p> <p>Physical Address for hand courier delivery of the tender security only to our office: Kenya Airports Authority Headquarters Complex Building, Jomo Kenyatta International Airport, Airport North Road,</p>

	<p>2nd Floor, Procurement & Logistics Department Date and time for submission of Tenders 6th May 2025 at 11.00 am.</p> <p>Please note that all our tenders shall be submitted electronically.</p> <p>Clarification from the bidders to be sent through the email address tenders@kaa.go.ke not later than 3 days before the tender closing/opening date.</p>
ITT 7.1	<p>Bidders shall be required to deposit a cash deposit of Kenya Shillings Three million only (Ksh.3,000,000) per bid to Kenya Airports Authority Head office, cash office located at 1st floor. Those who are non-responsive, the amount deposited shall be returned back to the bidder after the conclusion of the procurement process Bidders shall attach the receipt from KAA to signify that they have made the payment.</p>
	C. Preparation of Tenders
ITT 8.1	The Tender validity period Shall be 186 days from the tender closing/Opening Date.
ITT 9.1	<p>Site visit from 28th, 29th and 30th April, 2025 at Eldoret International Airport and at Boma Airstrip. Bidders shall converge at the Airport Manager's office located at the Eldoret International Airport. Bidders can view and inspect the trees from 8.00AM to 1.00 pm and from 2.00 pm to 5.00 pm on the above stated dates.</p> <p>There will be a one-off pre-bid meeting on 25th April 2025 at the Eldoret International Airport</p>
ITT 31.7	The factors selected and expressed in monetary terms to facilitate comparison of Tenders are to be based on the highest evaluated bidder N/A.
ITT3 3.1	The Currency to be used is Kenya Shillings.
F.	Award of Contract SHALL be to the Highest evaluated bidder per block
ITT 50.1	<p>The procedure for making a procurement related complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA website www.ppra.go.ke or email compliance@ppra.go.ke .</p> <p>If a Tenderer wishes to make a Procurement –related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:23 General Manager, Procurement & Logistics Kenya Airports Authority Email address: tenders@kaa.go.ke In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) The terms of the Tender Documents; and (ii) The Procuring Entity's decision to award the contract

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:

No.	Requirement	Compliance
1.	Duly filled, signed and stamped form of tender.	Must meet
2.	Dully filled Price Schedule form provided.	Must meet
3.	<p>Attach proof of payment (Receipt from KAA) of the cash deposit (Kenya Shillings Three Million only (Ksh 3,000,000/=) to signify that they have made the payment. This shall be attached to the Bid document.</p> <p>Note: The winning bidder shall pay the amount/balance less the cash deposit. Non-responsive bidders shall be given back their deposits upon conclusion of the procurement process</p>	Must meet
4.	Attach copy of Registration of Business/Certificate of Incorporation	Must meet
5.	A Copy of valid KRA tax compliance certificate.	Must meet
6.	Duly filled Confidential Business Questionnaire	Must meet
7.	Duly filled form of Certificate of Independent Tender Determination	Must meet
8.	<p>a) Duly filled Self-Declaration that the Person/Tenderer is not Debarred in the Matter of the Public Procurement and Asset Disposal Act 2015.</p> <p>b) Duly filled and stamped Self Declaration that the Person/Tenderer will not engage in any corrupt or fraudulent practice.</p> <p>c) Duly filled Declaration and commitment to the Code of Ethics</p>	Must meet
9.	Copy of valid Business Permit (Year 2025)	Must Meet
10.	<p>Provide copy of CR12, providing a list of directors and shareholding status. Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided. However, where the CR12 of the beneficial shareholders is not available, as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract.</p> <p>This requirement is not applicable to sole proprietorship and Business registration</p>	Must Meet
11.	Tender Document to be sequentially serialized from the first to the last page including all the attachments in numerical digits' format. All blank pages must clearly marked "BLANK".	Must Meet
12.	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a commissioner for oaths. This requirement is not applicable to sole proprietorships.	Must Meet
13.	<p>A site visit certificate</p> <p>(Bidder are required to visit the site, Inspect and satisfy themselves on the status and condition of the trees for each Block)</p>	Must Meet

NB: Bidders who do not comply to any of the above requirements SHALL be disqualified and shall not be evaluated further

Technical Evaluation

No.	Requirement	Compliance
1.	A valid Certificate/Licence from Kenya Forest Services	Must Meet
2.	<p>Copies of the following documents as proof of access to liquid assets equivalent to the amount of the reserve price per bid.</p> <p>This shall be evidenced by any of the following:</p> <ul style="list-style-type: none"> a) Letter of line of credit from approved commercial banks approved by Central Bank of Kenya specific to this project and indicating the amount available and must be addressed to the KAA Managing Director/CEO or b) Overdraft facility from a commercial bank specifically for this project and indicating the amount to be availed and must be addressed to the KAA Managing Director/CEO or c) Current bank statement for the last three months or d) A combination of any of the above 	Must Meet
3.	Bidders must fill in the Technical Compliance Table	Must Meet

NB: Bidders who do not comply to any of the above requirements SHALL be disqualified and shall not be evaluated further

Technical Compliance Table

No	Requirement	Compliance	
		Yes	No
1.	Winning bidders shall clear payment of their bids less deposit within 60 calendar days from the date of award letter.		
2.	Winning Bidders shall harvest and remove their trees them from KAA site within 90 days after full payment.		

In case of "No", the alternative shall be less days than indicated above.

NB: Bidders who are not responsive to the above requirements will not be evaluated further,

Financial Evaluation

Arithmetic errors shall be checked.

The award will be based on the highest evaluated bidder which shall be above the reserve price provided in the price schedule provided below.

SECTION II - SCHEDULE OF ITEMS AND RESERVE PRICES

Block.	Portion	Species	No. of trees	Reserved 16%VAT Incl.
1.	Whole	Eucalyptus	36,608	101,226,772.90
2.	Whole	Eucalyptus	23,802	53,081,869.40
3.	Whole	Eucalyptus	34,229	110,606,471.00
4.	Whole	Eucalyptus	36,386	75,191,635.90
5.	Whole	Eucalyptus	32,848	81,539,675.50
6.(Boma)	Whole	Eucalyptus	26,094	50,389,380.70

Block 1, 3 and 5 is reserved for large scale Sawmillers as per Kenya Forest Service Prequalification certificate

Block 2, 4 and 6 is reserved for small and medium Sawmillers as per Kenya Forest Service Prequalification certificate

The Deposit(s) have been made to the Account as detailed below (details to be completed by the Procuring Entity).

Name of Account Holder Name of the Bank

Branch Name_____ and

City_____

Account Number_____

Code SWIFT

Sort code_____

Banking correspondent (If any) _____

Name of Tenderer_____

Name of Authorized official_____

Signature

Date

SECTION III - CONDITIONS OF TENDER

- 1.1 A tenderer may tender for each item or each Lot and may tender for as many items or Lots she/she wishes. However **Block 1,3 & 5 are Reserved for Large Companies while Block 2,4 & 6 are Reserved for Small and Medium Companies**
- 1.2 A tenderer will pay a deposit in advance before the closing date of the tender for each item or lot tendered for as indicated in the schedule of items and prices.
- 1.3 Tenderers who will be awarded contracts will be required to pay for the items after 14 days and not later than 60 days. Failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.
- 1.4 Tenderers who will not be awarded contracts will be refunded the deposits within fourteen (14) days after notification of the communication of the contract awards.
- 1.5 Tenderers will be required to collect the items they have paid for within **ninety (90)** days after making the payment, failure to which storage charges will be charged as indicated in the appendix to Conditions of Tender.
- 1.6 The Procuring Entity will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the Procuring Entity.

SECTION IV - STANDARD FORMS

Note on Standard Forms

The form of tender, the confidential business questionnaire form and the tender deposit commitment declaration form must be completed by the tenderers and returned with the tender. Failure to complete any of these forms will lead to the disqualification of the tenderer.

19.3 Form of Tender

To:

..... [Name and address of Procuring Entity]

Gentlemen and/or Ladies:

Date:

Tender No.....

1. Having examined the tender documents including addenda and having examined the items on sale, we the undersigned, offer to purchase and collect all the items offered to us in conformity with the said tender documents for the sum

Block .	Po	Species	age (yr)s	Are (Ha)	No. of trees	Reserve Price (KES) VAT Incl	Bid price (KES) VAT Incl.
1.	Whole	Eucalyptus	24	42	36,608	101,226,772.90	
2.	Whole	Eucalyptus	24	27.8	23,802	53,081,869.40	
3.	Whole	Eucalyptus	24	52.5	34,229	110,606,471.00	
4.	Whole	Eucalyptus	24	52.2	36,386	75,191,635.90	
5.	Whole	Eucalyptus	24	47.79	32,848	81,539,675.50	
6.(Boma)	Whole	Eucalyptus			26,094	50,389,380.70	
TOTAL							

of..... [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Items and Prices attached here with and made part of this Tender.

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 adhere by the tender price for a period of **186 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

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	KENYA AIRPORTS AUTHORITY
2	Reference Number of the Tender	KAA/OT/EIA/0082/2024-2025
3	Date and Time of Tender Opening	6 th May, 2025 at 11.00 am
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1.Country 2. City 3.Location 4. Building 5.Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public Company _____

- ii) State the nominal and issued capital of the Company:-

Nominal Kenya Shillings (Equivalent) _____

Issued Kenya Shillings (Equivalent) _____

- iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

- i) Are there any person/persons in.....(*Kenya Airports Authority*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the Kenya Airports Authority KAA/OT/EIA/0082/2024-2025 - SUPPLY OF EUCAPLYPTUS TREES AT ELDORET INTERNATIONAL AIRPORT AND BOMA AIRSTRIIP, ELDORET in response to the request for tenders made by: _____ *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

(iii) SELF-DECLARATION FORMS

FORM SD 1

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

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

- 1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No. KAA/OT/EIA/0082/2024-2025 - SUPPLY OF EUCAPLYPTUS TREES AT ELDORET INTERNATIONAL AIRPORT AND BOMA AIRSTRIP, ELDORET** and duly authorized and competent to make this statement.
- 2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
- 3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender**
No KAA/OT/EIA/0082/2024-2025 - SUPPLY OF EUCAPLYPTUS TREES AT ELDORET
INTERNATIONAL AIRPORT AND BOMA AIRSTRIP, ELDORET and duly authorized and competent
to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or
fraudulent practice and has not been requested to pay any inducement to any member of the Board,
Management, Staff and/or employees and/or agents of(*insert name of the*
Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement
to any member of the Board, Management, Staff and/or employees and/or agents
of.....(*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corruptive practice with other
bidders participating in the subject tender
5. THAT what is deposed to herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (person) on behalf of *(Name of the Business/Company/Firm)*.....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone..... E-

mail.....

.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

.....

Sign.....

Date.....

...

iv) APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanctions policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be:-
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) Shall not take part in the procurement proceedings;
 - b) Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontract or appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) "obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

(b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

PRICE SCHEDULE TO BE FILLED BY BIDDER

Block.	Portion	Species	Age (yrs)	Area (Ha)	No. of trees	Reserve Price	Bid price (KES) VAT Incl.
1.	Whole	Eucalyptus	24	42	36,608	101,226,772.90	

2.	Whole	Eucalyptus	24	27.8	23,802	53,081,869.40	
3.	Whole	Eucalyptus	24	52.5	34,229	110,606,471.00	
4.	Whole	Eucalyptus	24	52.2	36,386	75,191,635.90	
5.	Whole	Eucalyptus	24	47.79	32,848	81,539,675.50	
6.(Boma)	Whole	Eucalyptus			26,094	50,389,380.70	

Note: 1. Amount to be taken to the Form of tender

2. Block 1, 3 and 5 is reserved for large scale Sawmillers as per Kenya Forest Service Prequalification Certificate Block 2, 4 and 6 is reserved for small and medium Sawmillers as per Kenya Forest Service Prequalification certificate

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity.....

LETTER OF NOTIFICATION OF AWARD

(To be signed by the Purchaser) [Letterhead paper of the Procuring Entity] [Date]

To: *[name and address of the Purchaser]*

This is to notify you that your Tender dated *[date]* for the purchase of the items and at prices listed on the table below is hereby accepted by..... *(name of Procuring Entity)*.

Please acknowledge receipt of this letter of notification by signing the attached copy and returning it to us within 14 days of the issue of the notification to signify your acceptance of this award. Your signing the attached copy will constitute a contract between us and yourselves for sale of the said items.

On signature of the copy of the letter of notification, you are required to pay the balance of the tender price within 60 days and collect the items.

In connection with this award, you may contact the Officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

Authorized Signature:.....

Name and Title of Signatory:

Name of Procuring Entity:.....

Officer(s) to be contacted

Name of Officer _____

Postal Address _____

Telephone Number _____

email Address _____

Physical Address (City, Street, Building, Floor number and room number) _____

SIGNED BY THE PURCHASER

I/we, the undersigned accept the award and will execute the sale of the items as per conditions of the award. We understand that the award will remain cancelled and no deposits will be refunded if we do not:

- a) Return this letter signed within 14 days; or
- b) Pay the balance of the tender amount within fourteen (14) days after notification of the award.

We further understand that if we do not collect the items we have paid for within fourteen (14) days after making the payment, you charge storage charges at rates to be determined by yourselves.

Name of Purchaser _____

Authorized Signature: _____ Date _____

Name and Title of Signatory

REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

APPLICANT

AND RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary