



REPUBLIC OF KENYA



**MINISTRY OF AGRICULTURE, LIVESTOCK, FISHERIES
AND IRRIGATION**

**STATE DEPARTMENT FOR LIVESTOCK
EMPLOYER: SMALLHOLDER DAIRY
COMMERCIALIZATION PROGRAMME (SDCP)**

OPEN NATIONAL TENDER

TENDER NO: MOALF&I/SDCP/ONT/02/2018-2019

**TENDER FOR PRINTING OF INFORMATION,
EDUCATION AND COMMUNICATION (IEC) MATERIALS**

**IFAD LOAN NO. 678-KE GRANT NO. 815-KE AND
ADDITIONAL LOAN NO. 2000001408**

BIDS ISSUED ON TUESDAY 16TH APRIL, 2019

**DEADLINE FOR BIDS SUBMISSION: THURSDAY 2ND
MAY, 2019, 1100HOURS**

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SECTION I INVITATION FOR TENDERS

Date 16th April, 2019

TENDER REF. NO. MOALF&I/SDCP/ONT/02/2018-2019

TENDER NAME: PRINTING OF INFORMATION, EDUCATION AND COMMUNICATION MATERIALS

- 1.1 The Smallholder Dairy Commercialization Programme (SDCP) invites sealed tenders from all eligible candidates for the tender for the printing of information, education and communication materials (booklets and magazines)
- 1.2 Interested eligible bidders may obtain further information from the address below and inspect the bidding documents at the office of Smallholder Dairy Commercialization Programme (SDCP) during office hours, 0800 hours to 1700 hours, Monday to Friday, exclusive of public holidays

**Programme Coordinator,
Smallholder Dairy Commercialization Programme (SDCP),
P.O. Box 12261-20100 Nakuru, Kenya
Nakuru Eldama Ravine Road, Opposite KEMSA Depot
Email: pcu.sdcp@gmail.com**
- 1.3 A complete set of bidding documents may be downloaded by interested bidders free of charge from SDCP Website: www.sdcp.or.ke or Ministry of Agriculture, Livestock, Fisheries and Irrigation website: www.kilimo.go.ke or from Kenya Public Procurement Information portal (PPIP-www.tenders.go.ke)
- 1.4 Bidders who download the document from the above websites are required to submit their particulars (name & email and postal address of the firm, contact person & their mobile numbers) to the SDCP official email address: pcu.sdcp@gmail.com using their official email addresses. The email addresses shall be for our records and for the purpose of receiving any further clarifications and/or addendums. Clarifications and/or addendums shall be uploaded only in the SDCP Website: www.sdcp.or.ke and sent to the official email addresses of the bidders who have registered. It is the Interested bidders responsibility to regularly check for updates and modifications in the SDCP website during the tendering period
- 1.5 All pages of the bid document and attachments submitted must be properly serialized/paginated by the bidder. Electronic bidding will not be permitted.
- 1.6 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for (150) days from the closing date of Tender.
- 1.7 All tenders must be accompanied by **ONE ORIGINAL** and **TWO of copies** of the same
- 1.8 Bids must be delivered in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at **Programme Coordination Unit (PCU), Nakuru** or to be addressed to **Programme**

Coordinator, Smallholder Dairy Commercialization Programme, P.O. Box 12261-20100 Nakuru, Kenya so as to be received on or before **2nd May, 2019** and must be accompanied by a bid security of **Ksh 100,000** valid for at least **180 days** after tender opening date.

- 1.9 The tender security shall be in the form of cash; Bankers cheque, a bank guarantee, such insurance company guarantee as may be approved by the public procurement and Regulatory Authority (PPRA) or a letter of credit;.
- 1.10 Bids will be opened in the presence of bidders' representatives who choose to attend on **2nd May, 2019** at **1100 Hours** at the offices of SDCP in the Conference Room, Nakuru.
- 1.11 The procuring entity may at any time terminate the procurement proceedings without entering into a contract in accordance with section 63 of the Public Procurement and Asset Disposal 2015
- 1.12 The proposed timetable for completing the tender is as follows:

Milestone	Target Dates
Release tender	16th April, 2019
Clarifications Answered:	All clarification will be answered not later than 25th April, 2019
Last Clarifications date:	All requests for clarifications must be received by email only not later than 23rd April, 2019
Tender Closure	2nd May, 2019.,1100 hours East African Time

**PROGRAMME COORDINATOR
FOR: PRINCIPAL SECRETARY**

SECTION II INSTRUCTIONS TO TENDERERS

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. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 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 the Procuring entity 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 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.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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 6 of these instructions to tenders
 - 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) 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 tenderers 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 the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. 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

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, the Procuring entity, 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 the Procuring entity, 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 9, 10 and 11 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.

2.9 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 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity 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 in 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 tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity'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 the Procuring entity 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 a 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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity 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 the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity

specified by the procuring entity 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 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(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 150 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 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 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 unamended 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 tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE at"

2.15.2 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". —

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity 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 at the **Programme Coordination Unit, Smallholder Dairy Commercialization Programme (SDCP), Nakuru** no later than **2nd May, 2019, 1100 hours**.

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity 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 the procuring entity 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's is received by the procuring entity 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 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Programme Coordination Unit, Smallholder Dairy Commercialization Programme (SDCP), Nakuru on 2nd May, 2019 at 1100hours**. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity 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 the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

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

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

2.20 Preliminary Examination and Responsiveness

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

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 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity 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 The procuring entity 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 The Procuring entity'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) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity'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. The Procuring entity 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 the procuring entity

2.23.1 Subject to paragraph 2.19, 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.

2.23.2 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 tenderers tender.

2.24 Award of Contract

a) Post qualification

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

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 2.11.2, as well as such other information as the Procuring entity 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities

to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, 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 the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 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 THE TENDERERS

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1 Eligible Tenderers	<ul style="list-style-type: none"> • All locally Registered Kenya firms • the firm has the legal capacity to enter into a contract for procurement or asset disposal; • the firm is not insolvent, in receivership, bankrupt or in the process of being wound up; • the procuring entity is not precluded from entering into the contract with the person under section 41 of Public Procurement and Asset Disposal Act 2015; • the firm and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of the Public Procurement and Asset Disposal Act 2015; • the firm has fulfilled tax obligations; • The firm has not been convicted of corrupt or fraudulent practices; and not guilty of any serious violation of fair employment laws and practices.
2.12.4 Form of Tender Security	<p>Tender security shall be in Kenya shillings fifty thousand (Ksh 100,000/=) valid for 180 days from the date of tender opening.</p> <p>The security shall be in form of:-</p> <ol style="list-style-type: none"> (a) cash; (b) Bankers cheque (c) a bank guarantee (d) such insurance company guarantee as may be approved by the public procurement and oversight Authority(PPOA); (e) a letter of credit; <p>The Procuring entity may seek authentication of the tender Security from the issuing entity.</p>
2.13 Validity of Tenders	Tenders shall remain valid for at least 150 days after tender opening,

2.15.2 (b) Tender closing	2nd May, 2019, at 1100 hours
2.16.1 Deadline for Submission of Tenders	2nd May, 2019, at 1100 hours
2.18.1 Opening of Tenders date and location	2nd May, 2019, at 1100 hours, Programme Coordination Unit, Smallholder Dairy Commercialization Programme (SDCP), Conference Room, Nakuru
2.22 Evaluation and Comparison of Tenders	Evaluation and comparison of tenders shall be as indicated below:-
2.27 Performance Security	Performance Security: Successful Tenderer shall furnish a Performance Security equivalent to 10% of the contract sum which shall be An original unconditional Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.

Evaluation criteria

Pursuant to clauses 2.20, 2.22 and 2.24 of the Instruction to Bidders (ITT), the Procuring entity shall examine and evaluate the tenders as follows:-

- a) Preliminary examination,
- b) Technical evaluation
- c) Financial evaluation
- d) Post qualification verification

Preliminary Examination of the Bids

The purpose of preliminary examination is to identify and verify the conformity of the bids to the eligibility and mandatory requirements. The Following checks shall be applied in the preliminary examination on a Yes or No Basis

- a. Form of tender duly filled, signed and stamped
- b. Bid validity period 150 days from bid opening
- c. Tender security valid for **180 days** from the date of bid opening, amounting to **Kshs 100,000.00**.

The tender security shall be in form of:-

- i. cash;
- ii. Bankers cheque
- iii. a bank guarantee
- iv. such insurance company guarantee as may be approved by the public procurement and oversight Authority(PPOA);
- v. a letter of credit;

- d. Certificate of registration/incorporation provided
- e. Valid tax compliance certificate provided
- f. PIN Certificate provided
- g. Power of Attorney/letter of authorization provided to sign tender documents
- h. Properly filled, signed and stamped Confidential Business Questionnaire.
- i. Signed statement of declaration of not debarred from public procurement proceedings
- j. Provided at least three samples of booklets and a magazine/periodical printed by the firm
- k. Provided audited financial statements for the last three years

Bidders must meet **all the above mandatory requirements** to proceed to the next stage of Technical evaluation

Technical Evaluation

The purpose of technical evaluation shall be to confirm the conformity of the bids to the technical specifications.

The bidders shall be required to submit **three samples** of booklets and magazine of similar works previously produced by the firm and the samples meets the specification **One sample of magazine/periodical and two samples of the booklets**. The procuring entity shall determine compliance with technical specifications using the samples submitted.

Bidders who meet the technical evaluation requirements shall proceed to the next stage of financial evaluation.

Financial evaluation

The process involves the following:-

- 1) Confirmation and considering schedule of requirements and prices duly completed and signed by authorized official.
- 2) Checking that the Tenderer has quoted prices based on all costs and items
- 3) Delivery Period. The delivery period as per schedule of requirements is two (2 No.)Weeks. Tenders offering deliveries longer than the procuring entity's required delivery time may be treated as non-responsive and rejected.
- 4) Conducting a financial comparison of the bids

The bidder with the lowest evaluated responsive bid shall be subjected to **post qualification** to determine if they are qualified to perform the contract satisfactorily.

The following shall be considered

- a) Work Experience
- b) Ownership or access to key equipment for printing.

c) Financial Responsiveness

Post qualification criteria

a) Work Experience

Documentary evidence to demonstrate that the bidder has carried out at least **FIVE assignments** of a similar nature and cost over the last five years

The bidders to provide documentary evidence in support of the experience of current and previous assignments (Contracts, Purchase Orders, Reference letters and Contact details).

b) Must provide evidence of ownership or access to key equipment for printing.

The bidders to provide documentary evidence of ownership or access to key equipment for printing and list of the key equipment

c) Financial capacity Responsiveness

The bidders are required to demonstrate financial capacity to carry out the proposed assignment. The following requirements shall be considered:

(i) Reports on the financial standing of the bidder , such as profit and loss statements, Balance sheets and auditor's reports for the last three years;

a) Equity =Net worth to be positive (TA-TL)

b) Current ratio=total current assets/total current liabilities>1

(ii) Evidence of access to proposed sources of financing, such as liquid assets, unencumbered real assets, cash in hand, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract. **List and attach copies of supportive documents including Name, address and telephone numbers and email addresses of banks that may provide reference if contacted by the Employer,**

(iii) Authority to seek references from the Tenderer's bankers

Award criteria

The award of the contract shall be made 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.

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 the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services 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

These General Conditions shall apply to the extent that they are not superceded 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.

3.5 Patent Right's

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

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

3.7 Inspections and Tests

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

3.7.2 The inspections and tests may be conducted 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 the Procuring entity.

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

3.7.4 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 contractor for services performed 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 the procuring entity'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 the procuring entity's prior written consent.

3.11 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity 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 the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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.

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	10% of the contract sum within 21 days from the date of notification
3.8 Payment	Within 60 days after receipt of Invoice and delivery notes
3.9 Price adjustment	Contract price variations shall not be allowed .
3.18 Notices	The Programme Coordinator Smallholder Dairy Commercialization Programme(SDCP) P.O. Box12261-20100 Nakuru Ravine Road, Opposite KEMSA Regional office Nakuru pcu.sdcp@gmail.com

SECTION V – SCHEDULE OF REQUIREMENTS

No.	Title	Paper Size	Approx. No. Of Pages	Quantity	Delivery Time
1.	Elimika Kifedha	A5	24	1000	
2.	Milk Marketing Manual	A4	34	1000	
3.	Dairy Forages and their management	A4	50	2500	
4.	Cattle Management Breeding Manual	A4	28	2500	
5.	Cattle Feeding Manual	A4	48	2500	
6.	Dairy Production Structures	A5	48	2500	
7.	Group Development Trainers' Manual	A4	92	500	
8.	Dairy Farm Record and Record keeping guideline	A5	68	2500	
9.	Strategy to mainstream Gender in SDCP	A5	52	1000	
10.	Milk and milk products quality control	A4	53	2000	
11.	Calf and Young Stock rearing booklet	A4	22	5000	
12.	Milk and Milk products processing (Value addition)	A4	53	1000	
13.	Handbook for Dairy Community Resource Persons	A4	59	500	
14.	Enterprise Development Training Manual Off farm Business	A4	24	500	
15.	Enterprise Development Training Manual On farm Business	A4	26	500	
16.	SDCP Magazine(Grass to Glass)	A4	36	2000	
17.	Individual Cow Card	A4	2	5000	
18.	Individual Goat Record	A4	2	1000	

The delivery period as per schedule of requirements is **Two (2) weeks after issue of order.** Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

SECTION VI DESCRIPTION OF SERVICES

SCOPE OF WORK & DELIVERABLES

Provide hard copies as tabulated below. The scope of work is limited to printing of the IEC Booklets, cards and magazines.

No.	Title	Paper Size	Approx. Number of pages	Quantity
1.	Elimika Kifedha	A5	24	1000
2.	Milk Marketing Manual	A4	34	1000
3.	Dairy Forages and their management	A4	50	2500
4.	Cattle Management Breeding Manual	A4	28	2500
5.	Cattle Feeding Manual	A4	48	2500
6.	Dairy Production Structures	A5	48	2500
7.	Group Development Trainers' Manual	A4	92	500
8.	Dairy Farm Record and Record keeping guideline	A5	68	2500
9.	Strategy to mainstream Gender in SDCP	A5	52	1000
10.	Milk and milk products quality control	A4	53	2000
11.	Calf and Young Stock rearing booklet	A4	22	5000
12.	Milk and Milk products processing (Value addition)	A4	53	1000
13.	Handbook for Dairy Community Resource Persons	A4	59	500
14.	Enterprise Development Training Manual Off farm Business	A4	24	500
15.	Enterprise Development Training Manual On farm Business	A4	26	500
16.	SDCP Magazine(Grass to Glass)	A4	36	2000
17.	Individual Cow Card	A4	2	5000
18.	Individual Goat Record	A4	2	1000

SPECIFICATIONS

For items 1-15-Booklets

- Perfect binding
- Cover page at least 271gsm art paper laminated full colour
- Inside pages at least 104 gsm art paper, Black and white

For item 16- SDCP Magazine (Grass to Glass)

- Perfect binding
- Cover page at least 271gsm art paper laminated full colour
- Inside pages at least 104 gsm art paper, full colour

For item 17-Individual Cow Card

- A4, two sided manila,
- Green colour

For item 18-Individual Goat Card

- A4, two sided manila,
- White colour

SECTION VII- STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date _____
Tender No. _____

To.....
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity]* *off*
Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1 No.	2 Item description	3 Quantity	4 Duration	5 Unit price (inclusive of all costs and taxes)	6 Total price	7 Unit price of other incidental services payable
1.	Elimika Kifedha	1000				
2.	Milk Marketing Manual	1000				
3.	Dairy Forages and their management	2500				
4.	Cattle Management Breeding Manual	2500				
5.	Cattle Feeding Manual	2500				
6.	Dairy Production Structures	2500				
7.	Group Development Trainers' Manual	500				
8.	Dairy Farm Record and Record keeping guideline	2500				
9.	Strategy to mainstream Gender in SDCP	1000				
10.	Milk and milk products quality control	2000				
11.	Calf and Young Stock rearing booklet	5000				
12.	Milk and Milk products processing (Value addition)	1000				
13.	Handbook for Dairy Community Resource Persons	500				
14.	Enterprise Development Training Manual Off farm Business	500				
15.	Enterprise Development Training Manual On farm Business	500				
16.	SDCP Magazine(Grass to Glass)	2000				
17.	Individual Cow Card	5000				
18.	Individual Goat Record	1000				
	TOTAL					

Signature of tenderer _____

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

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:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

- 1. 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) or 2 (b) whichever applies 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
Physical Location of business premises;.....
Country/Town.....
Plot No Street/Road
Postal Address Tel No.....
Email address.....
Website address.....

Nature of Business
Current Single Business permit/Trade License No.....Expiring date.....
Maximum value of business which you can handle at any time: K. pound
Name of your bankers.....
Branch.....

Part 2 (a) - Sole Proprietor

Your name in full..... Age
Nationality Country of Origin
Citizenship details

Part 2 (b) - Partnership

Give details of partners as per attached CR12 as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

Part 2(c) – Registered Company:

Private or public.....
State the nominal and issued capital of the Company-
Nominal Kshs.....
Issued Kshs.....

Give details of all directors as per attached CR12 as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1
2
3
4

DateSignature of Tenderer

* If Kenyan citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

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 of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

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

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This 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]

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 AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

**STATEMENT OF DECLARATION NOT DEBARRED FROM PARTICIPATING
IN PUBLIC PROCUREMENT PROCEEDING**

I.....(**full name**) of.....(**physical address**) of P.O. Box.....being a resident in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of(name of the Company) who is a Bidder in respect of /Tender Number **No.....** to carry out the tender for **Smallholder Dairy Commercialization Programme (SDCP)** and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in Public procurement proceeding under Public Procurement and Asset Disposal Act 2015.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Staff and/or employees and/or agents of **Smallholder Dairy Commercialization Programme (SDCP)**, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Staff and/or employees and/or agents **Smallholder Dairy Commercialization Programme (SDCP)**.

5. THAT I confirm that all the information given is accurate, factual and true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

**FORM RB 1 PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW
REPUBLIC OF KENYA**

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED

Board Secretary