



**AGRICULTURE AND FOOD AUTHORITY**

**TENDER DOCUMENT**

**FOR**

**THREE YEARS CONTRACT FOR PROVISION OF TAXI SERVICES**

**TENDER NO: AFA/T/07/2019-2020**

**The Interim Director General**

**Agriculture and Food Authority**

**Tea House, Naivasha Road, off Ngong Road**

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**Released date: 26<sup>th</sup> May 2020**

**Closing date: 10<sup>th</sup> June 2020**

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## SECTION I: INVITATION TO TENDER

Agriculture and Food Authority hereby invites from interested eligible bidders for the following tender:

NO.	REFERENCE	DESCRIPTION	Eligibility	DATE	TIME
1	AFA/T/11/ 2017-2018	Provision of Taxi Services	Open National Tender	WEDNESDAY, 10 <sup>TH</sup> June 2020	11.30 A.M

Tender document with detailed information may be viewed and down loaded from [www.afa.go.ke](http://www.afa.go.ke) and PPIP Suppliers Portal [www.tenders.go.ke](http://www.tenders.go.ke) websites free of charge.

Duly completed Tender documents in plain sealed envelopes clearly marked the Tender Number and Name and addressed to:

**The Interim Director General**

**Agriculture and Food Authority**

**Tea House, Naivasha Road, off Ngong Road**

**P. O. Box 37962 -**

**00100 NAIROBI**

Or deposited in the Tender box located at the reception of the Tea House so as to be received on or before **10<sup>th</sup> June 2020 Late Tenders will be rejected.**

Tenders will be opened a day after closing date 11<sup>th</sup> June 2020 same time to allow quarantine of the documents and appropriate sanitization to reduce spread of COVID 19.

To limit the number of bidders/representatives who wish to witness the opening ceremony the tenders will be opened at intervals for each category at the Agriculture and Food Authority Headquarters Tea House Conference Room Ground floor.

**For further inquiries, please call: 254 20 3872421/ 3872497/**

**387445/6 Cell: 254 722 200556 or 254 734 600994**

**AG. DIRECTOR GENERAL**

## **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. 1,000/=. Where the tenderers download documents from AFA website, there shall be no cost.

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.4 The Tender documents**

2.4.1. 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

2.4.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by 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 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 25% 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 appendix to instruction

2.12.2 The tender security shall be in the amount not exceeding 0.5 – 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) Such insurance guarantee approved by the Public Procurement Regulatory Authority.

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 as 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:

If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form;

or

(a) 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 **One hundred and twenty days (120) 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 un-amended printed literature, shall be initialled 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 initialled 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 **10<sup>th</sup> June 2020 at 11.30am**”

- 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 by the Procuring entity at the address specified under paragraph 2.15.2 no later than 10<sup>th</sup> June 2020 at 11.30am

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.

2.17 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 email, 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 11.30am, 10th June 2020 and in the location specified

in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 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.

## **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 fifteen (15) 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 2.1.2, 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 **fifteen (15) 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 **fifteen (15) 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 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 tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>2.1</b>	The eligible tenderers are firms registered in Kenya. <b>Three years’ contract period</b> The second and third year renewal of contract shall depend on satisfactory performance in the first year by the supplier and as shall be agreed upon by both parties.
<b>2.3.2</b>	The tender document will be free when down loaded from the website
<b>2.11.1</b>	All Prices to be quoted in Kenya Shillings.
<b>2.15.1</b>	Tender shall remain valid for <b>120 days</b> after the date of tender opening.
<b>2.16.1</b>	Only one “ <b>ORIGINAL TENDER and COPY OF THE TENDER DOCUMENT</b> ” will be submitted.
<b>2.16.3</b>	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.
<b>2.17.2(b)</b>	The outer envelopes shall bear the tender number and address in the Invitation to Tender and the words “ <b>DO NOT OPEN BEFORE 10th June, 2020 at 11:30am</b> ”
<b>2.18.1</b>	Tenders to be received not later than <b>10<sup>th</sup> June, 2020 at 11:30 a.m.</b>
<b>2.20.1</b>	The place of opening is as indicated in the letter of invitation to Tender.
<b>2.30.1</b>	No Performance security shall be required

**Stage 1: Mandatory Requirements (MR)**

The following Mandatory Requirements must be met notwithstanding other in the document:

<b>No</b>	<b>Requirements</b>	<b>Indicate the page number to find the Attachments</b>
MR1	Provide a copy of the company's Certificate of Incorporation/ Registration	
MR2	Provide copy of the company's current Tax Compliance issued by Kenya Revenue Authority (KRA) valid up-to at least the date of tender opening	
MR3	Submit a copy of company CR12 or CR13 issued by registrar of companies	
MR4	Submit a valid business permit issued by the County Government	
MR5	Submit a fully filled price schedule in the format provided	
MR6	Provide a fully filled Confidential Business Questionnaire as provided in the Tender Document	
MR7	Submit tender security – a bid bond of Kshs. 100,000.00 valid for 150 days	
MR8	Must submit Current Compliance Certificate from National Hospital Insurance Fund (NHIF).	
MR9	Must submit Current Compliance Certificate from National Social Security Fund (NSSF)	
MR10	Copies of audited financial statements incorporating balance sheet (statements of financial position), profit and loss accounts (statements of comprehensive income), and cash flow statements for any consecutive two years of the last three years (2019, 2018, 2017) prepared in accordance with International Financial Reporting Standards and incorporating audit opinions issued in accordance with ICPAK regulations.	

MR 11	Must fill the Anti-corruption in the format provided	
MR 12	Must fill the Debarment in the format provided	
MR 13	<p>A written declaration that the service provider shall comply with all labour laws and the minimum wage regulations during the entire period of the contract. Failure to meet this requirement during the contract period will be a ground for cancellation of the contract. The indicators for this are</p> <ul style="list-style-type: none"> <li>• Payment of salaries in time- there should be no complaints from your staff of delayed salaries.</li> <li>• Compliance certificates from KRA, NSSF, NHIF.</li> </ul>	
MR 14	Completed tender document serialized/ paginated from the first to the last page	

Bidders complying with all the above requirements will proceed to the second stage of technical evaluation. Bidders who do not qualify at this stage will be disqualified from further evaluation.

## Stage 2: Technical Evaluation

	Evaluation Attribute	Weighting Score	Max Score %	Indicate the page number where this evidence can be located.
T1	Evidence of experience in similar assignments with a value of at least KShs.5M per year demonstrated by LPOs, LSOs or contracts in the last Three years.	<ul style="list-style-type: none"> <li>2 or more clients: <b>10%</b></li> <li>Each client with a value of at least KShs.5m per year scores <b>(5 marks each)</b></li> </ul>	<b>25</b>	
T2	Number of years in business of Taxi Services	3 years and above 5% others prorated as follows: $\frac{\text{Number of years} \times 3}{3}$	<b>10</b>	
T3	List of Motor vehicle you own for this assignment (attach ownership evidence, if leased attach valid lease agreement),	Sufficient list including Executive Four-wheel Motor vehicles	<b>5</b>	
T4	Evidence of at least 20 PSV Driver's License employed or contracted		<b>5</b>	
T5	Network Coverage The tenderers must provide a list of areas of coverage in Nairobi and other Regions		<b>10</b>	
T6	Provide a list of measures you have put in place in the fight against Covid 19	Provide list in line with regulations including guidelines on Covid -19	<b>5</b>	
T7	<b>Physical Facilities:</b> Provide details of physical address and contacts – attach evidence	Details of physical address contacts with copy of	<b>5</b>	

		either lease document or latest utility bills		
T8	Evidence of adherence to minimum wages in compliance with government guidelines on payment of wages ( <b>Attach latest two months' pay payroll</b> )	<ul style="list-style-type: none"> <li>Marks will be earned as follows</li> <li>Wages above KShs.13,000 – <b>15 marks</b></li> <li>Below KShs.13,000.00 – <b>5 marks</b></li> </ul>	<b>15</b>	
T9	Provide evidence of valid insurance cover as below:	Evidence of both or more policies – <b>10 marks</b>	<b>10</b>	
T10	i) Professional Indemnity ii) Workman Injuries Benefit (WIBA)	<ul style="list-style-type: none"> <li>One policy – <b>5 marks</b></li> </ul> No evidence or no policy will earn zero marks		
T11	ii) Average annual turnover for the last two years	Turnover of Kshs.5M - <b>5 marks</b> <ul style="list-style-type: none"> <li>below Kshs.5M -<b>2.5 marks</b></li> </ul>	<b>5</b>	
T12	Show staff establishment in form of an organization structure	Absence of demonstration of <b>well described</b> organization structure will earn <b>0 marks</b>	<b>5</b>	
			<b>100</b>	

Bidders scoring a total of **75%** and above at the technical evaluation stage will proceed to the final stage of financial evaluation.

## **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 superseded by provisions of other part of contract.

### **3.3 Standards**

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





### **3.5 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**

3.6.1 Within **fifteen (15) 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) A bank guarantee.
- b) Such insurance guarantee approved by the Public Procurement Oversight Authority.

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 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's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an 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 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.

### **3.19 Taxes**

3.19.1 "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

#### **3.19.2 Local Taxation**

Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

3.19.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

3.19.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.19.2 above.

### **Tax Deduction**

3.19.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

3.19.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence *of* such payment. In absence of the

said evidence, the Employer will not process any subsequent payments to the Contractor.

**Tax Indemnity**

3.19.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.19.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.19.9 Where the amount in 3.19.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

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

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

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

<b>General conditions of</b>	<b>Special conditions of contract</b>
3.8.1	Payments shall be made 30 days from date of invoice certification.
3.9	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. AFA may consider the alternative payment schedule offered by the selected tenderer.

## **SECTION V: TERMS OF REFERENCES**

### **1.0 Introduction**

Transport is a very essential service in any organization. The Authority recognizes the need to have an efficient cost-effective and expeditious transport service for effective service delivery. Transport section acts as a facilitator in attaining the core mandate of the Authority which is service delivery.

Taxi services in terms of flexibility would go a long way in improving the service delivery. They are available upon request in terms of their operating hours and, more particularly, their pick-up points and destinations.

Largely because of their 24 hour-a-day availability and capacity to provide door-to door Service, taxis are an important complement to regular scheduled services provided by other forms of transport.

### **Scope of Work**

The scope of work covers the entire Agriculture and Food Authority vehicles including all the Directorates and the Regional Offices.

### **Taxi Services are subject to the following terms and conditions: -**

1. The Taxi rates shall hold and remain firm during the contract period.
2. All motor vehicles provided shall satisfy all legal requirements and in particular:
  - (a) Must have a valid road licence as applicable,
  - (b) Must have a valid Passenger Service Vehicle (PSV) licence,
  - (c) The driver shall be smartly dressed in uniform while on duty at all times.
  - (d) The vehicle must bear the contractor's official logo or name.
  - (e) Must have fully operational approved seat belts, and speed governor as applicable in transport regulations in force.
3. All motor vehicles provided shall be less than 3 years old (from date of registration) and shall be in sound physical & mechanical condition, safe and roadworthy.
4. All motor vehicles provided must be comprehensively insured.



5. All motor vehicles provided must be air conditioned, clean & hygienic for it's operator and passengers.
6. Before starting the journey, the Taxi user must record the following in an official Taxi Services Order: -
  - (i) Date of taxi hire
  - (ii) The registration number of the taxi
  - (iii) The speedometer reading at base
  - (iv) Speedometer reading at pick up point
  - (v) pedometer reading at dropping point
  - (vi) The name and ID of the Taxi driver
  - (vii) The location of departure
  - (viii) The destination of the journey
7. At the end of the journey, the mileage covered must be taken and entered in the Taxi Services Order, which must be signed, by the user and driver.
8. The original and a copy shall be issued to the driver for onward conveyance to the service provider for preparation of an invoice.
9. Invoices shall be submitted with a copy of the Taxi Service Order in 2 above, duly endorsed by the user for settlement.
10. The invoice amount shall be based on actual mileage and the applicable rate for the category of vehicle used. As applicable, the mileage to and from the contractors start off base shall be included in the invoice. Waiting charges shall be added where applicable but must be endorsed on the voucher by the user.
11. Hourly, hire shall apply where explicit instruction has been issued in the Taxi Service Order/Voucher. Charges shall be based on the applicable contracted rate per hour and not on mileage covered.

12. Thirty (30) days credit terms will apply and payment of due invoices will be made within 15 days after submission of the monthly statement.

A written notice of sixty (60) days must be given to either party before termination of the agreement for whatever reason.

### **Obligations of the Taxi Company**

- 1) Provide working telephone contacts to AFA that are reachable at all times for making taxi bookings;
- 2) Give name, contact details for person assigned to AFA to handle Customer Service.
- 3) Have in place Radio Room with qualified staff able to respond to queries and also weekly/monthly Duty Roster for Radio Room staff.
- 4) The vehicles should be in very good running condition with clean interior and good upholstery fitted with Safety Belts.
- 5) The company would ensure that drivers employed should have valid driving License and carry their licenses at all times and should be educated and well behaved, and well conversant with the traffic rules/regulations and city roads/routes.
- 6) Provide cars that are fully insured on Comprehensive PSV (Public Service Vehicle) Cover.
- 7) Provide 24 Hour Service
- 8) In case of no show of guests at the airport, it is the responsibility of the taxi company to inform the contact person at AFA for the no show.
- 9) Provide AFA and its directorates with Voucher books;
- 10) AFA recognizes the importance of confidentiality of the data provided of its staff; accordingly, the selected Taxi Company must keep all information provided to them confidential at all times.

### **Prequalification Requirements**

Taxi Companies intending to submit a proposal should have the organizational and technical capacity, experience and professionalism to provide the required services outlined in the Terms of Reference.

Taxi Companies should be able to demonstrate proof of past and/or present experience and resources available to carry out the service requirements, and have the integrity and proven reliability to ensure good performance as follows:

- 1) Demonstrate experience in providing corporate taxi services.
- 2) Provide the number of vehicles in the company and also the number of drivers employed by you.
- 3) Provide Pick and Drop Charges, Flat rates to common destinations as indicated on the preapproved voucher and also provide waiting charges if any.
- 4) Please describe how bookings are

## SECTION VI: PRICE SCHEDULE

### 2.1 NON-FIXED DESTINATIONS

Grp	Category of Vehicle/cc	Max. Seating Capacity (Pax)	Rate per KM (Ksh.)	Base fare (ksh.)	Rate per Minute (ksh.)
A	Saloon car 1300 - 1600 cc	5			
B	Saloon car 1600 - 2000 cc	5			
C	Saloon car 2000 - 3000 cc	5			
D	Seven (7) Seater Toyota Alphard, Noah, Voxy etc.)	7			
E	Full Day service	7			
F	Full Day service	5			
G	Other Options				

### 2.2 FIXED DESTINATIONS

	FROM	TO	Approx. Dist. Km	PRICE (Ksh.)	
				DAY	NIGHT
1	JKIA	Central Business District /			
2	JKIA	AFA HQ			
3	Moi Airport Mombasa	Msa Central Business District			
4	Eldoret Airport	Eldoret Town			
5	Kisumu Airport	KSM Central Business District			
6	Kitale Airport	Kitale Town			

**All quoted prices must be inclusive of 14% VAT (and any other applicable Tax)**

Signed:	Date:
Name:	
In the capacity of:	
For and on behalf of (name of Applicant)	

## SECTION VII: STANDARD FORMS

### EQUIPMENT OWNED

1. Vehicles (Give types, reg. Nos. and copy of log-books).

2. Radio Room .....Yes .....No

3. Radio Communication Equipment (specify)

..... VHF

..... HF

..... Others

4. Any Other Equipment/ services .....

Tenderer's signature.....

Tenderer's Company Rubber stamp.....

\_\_\_\_\_  
Signed \_\_\_\_\_ by the \_(for the Procuring entity)

Signed \_\_\_\_\_ by the (for the tenderer)

in the presence of

## FORM OF TENDER

Date .....

Tender No. ....

To: **AGRICULTURE AND FOOD AUTHORITY**  
**P. O. BOX 37962 – 00100 NAIROBI**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply, deliver, , install and commission (*insert goods/service*

*description*).....in  
accordance and conformity with the said tender documents for the sum (*total tender amount inclusive of all taxes applicable in words*)

.....  
.....(*figures*)..... or such other sums as may be ascertained in  
accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to..... percent of the Contract Price for the due performance of the Contract, in the form prescribed by Agriculture and Food Authority

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

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

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

Name of Tenderer .....

Signature of duly authorized person signing the Tender .....

Name and Capacity of duly authorized person signing the Tender .....

Stamp and Seal of Tenderer.....

**CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

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

#### Part 1 General

Business Name .....

Location of Business Premises .....

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

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

Nature of Business .....

Registration Certificate No.....

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

Name of your bankers .....

Branch .....

	<p align="center"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full..... Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p align="center"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</th></tr> </thead> <tbody> <tr> <td>1. ....</td><td></td><td></td><td></td></tr> <tr> <td>2. ....</td><td></td><td></td><td></td></tr> <tr> <td>3. ....</td><td></td><td></td><td></td></tr> <tr> <td>4. ....</td><td></td><td></td><td></td></tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....				2. ....				3. ....				4. ....			
Name	Nationality	Citizenship details	Shares																		
1. ....																					
2. ....																					
3. ....																					
4. ....																					
	<p align="center"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p>																				



	Issued Kshs. Given details of all directors as follows Name                      Nationality                      Citizenship details                      Shares 1. .... 2. .... 3. .... 4. ....
	Date.....Signature of Candidate.....

**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*)

## CONTRACT FORM

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

WHEREAS the procuring entity invited tenders for certain materials and spares.

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## PERFORMANCE SECURITY FORM

To Agriculture and Food Authority

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 *an* Authority guarantee by a reputable Authority 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 Authority or financial institution]*

---

*[address]*

---

*[date]*

## AUTHORITY GUARANTEE FOR ADVANCE PAYMENT FORM

To Agriculture and Food Authority

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 Authority 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 .....

*[Authority 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 there under 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 Authority or financial institution]*

\_\_\_\_\_  
*[address]* \_\_\_\_\_

*[date]*



## LETTER OF NOTIFICATION OF AWARD

**Agriculture and Food  
Authority P.O Box 37962  
– 00100, Nairobi.**

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 whose particulars appear below on the subject matter of this Letter of Notification of Award.

Ag. Director General

## **TENDER SECURING DECLARATION FORM**

[The Tenderer shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Proposal Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Client]

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of 2years starting on [insert date], if I am in breach of my obligation(s) under the bid conditions, because I –
  - (a) have withdrawn my Bid during the period of bid validity specified in the Information to Consultants;  
or
  - (b) having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or
3. I understand that this Bid Securing Declaration shall expire if I am not the Successful Bidder, upon the earlier of:
  - (i) My receipt of a copy of your notification of the name of the successful Bidder; or
  - ii) Thirty days after the expiration of validity of my Tender.

Signed: [insert signature of the consultant]

Dated on ..... day of ....., ..... [insert date of signing]

**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. .... for ..... (insert tender title/description) for  
..... (insert name of the Procuring entity) and duly authorized and competent to make this  
statement.

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

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

**UNDERTAKING TO COMPLY WITH LABOUR LAWS AND WAGE REGULATION GUIDELINES.**

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

-  
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. .... for ..... (insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

THAT we shall comply with all labour laws and the minimum wage regulations during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract. The key indicators on compliance for this are

- Payment of salaries in time- there should be no complaints from your staff of delayed salaries.
- Procuring entity may make Impromptu request for a Compliance certificates from KRA and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a Compliance certificates from NSSF and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a for Compliance certificate from NHIF and the same shall be submitted within seven days.

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

Bidder's Official Stamp

**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.  
..... for ..... (insert tender title/description) for ..... (insert  
name of the Procuring entity) 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 corrupt practice with other bidders  
participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp