

Kwale International Sugar Company Limited



TENDER FOR SUPPLY AND DELIVERY OF TYRES & BATTERIES

Tender No.: KISCOL/MECH/GAR/2014-005

CLOSING DATE: Friday, 7th October, 2014

TIME: 1000 Hrs Local Time

(Bidders are urged to carefully read the whole document before submitting a bid. Failure to provide required information shall imply that the bidder either does not have the requested information or has chosen not to provide the same, in which case, the bid will be summarily disqualified)

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SECTION I: - LETTER OF INVITATION

TO: ALL BIDDERS

RE: SUPPLY AND DELIVERY OF TYRES AND BATTERIES

1.1 Kwale International Sugar Company Limited (KISCOL) Invites priced Proposals for the Supply And Delivery Of Tyres And Batteries

1.2 Background

Kwale International Sugar Company Limited (KISCOL), Kenya, intends to engage capable bidders to supply and deliver tyres and batteries for its fleet of vehicles and motorized farm machinery to the company project site located in Msambweni district and its Headquarters in Nairobi.

Objective & Scope of Assignment

The scope of this tender is the supply and deliver tyres and batteries. The specifications for the required goods are provided as data sheets within the Technical Specifications section of the Tender document. The hardware proposed for supply shall meet all the minimum and maximum indicated specifications for a bidder to be considered compliant and responsive.

1.3 The tender includes the following documents:

Section I	-	Letter of invitation
Section II	-	Information to Bidders
Section III	-	Appendix to Information to Bidders
Section IV	-	Technical Proposal & Specifications
Section V	-	Tender Form & Price Schedule (Financial Proposal)
Section VI	-	Standard Forms & Confidential Business Questionnaire

1.3 For further clarifications and any queries, contact

The Director-Projects,

Kwale International Sugar Company Limited,

P.O. Box 46279-00100, Nairobi, Kenya,

Email: tenders@kwale-group.com. KISCOL shall not respond to requests for clarifications or information received by alternative methods.

1.4 The tender shall close on the date and time indicated in the Special Conditions of Tender. Any documents received after the indicated date and time shall be returned unopened to the bidder.

1.5 Bidders are requested to carefully read ALL the information requested in this Invitation to Bidders, the Instructions to Bidders, Special Conditions of tender and the Minimum Technical Specification sheets.

1.6 To avoid ambiguity, the following order shall prevail in determining responsiveness and scoring:

1.6.1 Bidder must provide all the Pre-Evaluation Minimum Mandatory requirements shown in Sec 2.3.4 (v) of the Special Conditions of Tender. Bidders must then meet a minimum of 95% pass-mark to proceed to Technical Evaluation of Specifications.

1.6.2 Bidders meeting at least 95% of the Minimum Mandatory requirements will then be evaluated for responsiveness to the Minimum Technical Specifications.

1.6.3 Only bidders who meet the Minimum cut-off points of 80% on the Minimum Technical Specifications will then be evaluated to determine their priced financial responsiveness.

1.6.4 The priced financial bid amongst the most responsive (80% or >) technical bids shall then be prorated to 20%.

1.6.5 The firm scoring the highest prorated total (Technical plus Financial) marks will be considered for tender award

1.6.6 KISCOL is not bound to award the contract to the lowest priced submitted bid. Where technical equivalence amongst bidders is established, KISCOL reserves the right to award the contract to one or more bidders without giving reasons for the same.

Yours Sincerely,
The Director-Projects.

2.0

SECTION II: - INFORMATION TO BIDDERS

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITB” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.
- 2.1.2 The Bidders are invited to submit a Technical Proposal and a Financial Proposal.
- 2.1.3 The Bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, Bidders are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable.
- 2.1.4 Please note that (i) the costs of preparing the tender and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.5 KISCOL’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tendering process.
- 2.1.6 KISCOL shall allow the tenderer to review the tender document free of charge before purchase. The document can be downloaded from the company’s website for viewing.

2.2 Clarification and Amendment of tender Documents

- 2.2.1 Bidders may request a clarification of any of the tender documents only up to seven [7] days before the tender submission date. Any request for clarification must be sent in writing by paper mail, cable, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITB”. The Client will respond by cable, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Bidders who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the tender. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable or facsimile to all bidders who have purchased the tender document and the addenda will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The bidder’s proposal shall be written only in the English language.
- 2.3.2 In preparing the Technical Proposal, Bidders are expected to examine the documents constituting this tender in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following: if a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with other firms or entities in a joint venture or partnership. Such partners will be expected to avail themselves for any demonstrations requested by KISCOL within a reasonable time, should it be deemed necessary

- 2.3.4** The Technical Proposal shall provide the following information using the attached Standard Forms;
- (i) A brief description of the firm's organization and an outline of recent experience on the supply of similar equipment. For each assignment the outline should indicate *inter alia*, the profiles of the equipment proposed for supply, clients supplied and contract amounts.
 - (ii) In preparing the technical proposal, bidders are required to familiarize themselves with existing conditions at the site and must ensure that the components used in constructing the proposed goods are suitable for use and durability in the existing climate of the project site.
 - (iii) Any additional information relevant to the success of the bidders' submission.
- 2.3.5** The Technical Proposal shall not include any financial information.
- 2.3.6** The proposal must be submitted with a bid bond from a reputable local bank for a fixed amount of KShs. 300,000 (Three Hundred thousand Kenya Shillings). Bid bonds shall be valid for at least thirty (30) days beyond the period of Price Validity. Bid Bonds from Insurance firms will not be accepted and will lead to automatic disqualification.
- 2.3.7** The Technical proposal shall be strictly arranged in the order presented below:
- 2.3.7.1** A cover or tender transmittal letter
 - 2.3.7.2** All Minimum Mandatory requirements/documents in the sequence and order shown in Subsection 2.3.4 (v) of the Special Conditions of Tender
 - 2.3.7.3** The raw tender document including filled Technical Specifications and filled signed and stamped Tender forms (i.e. Pages 1 to 28) of this document. CD's, where required in the Technical specifications, shall be placed in the Technical section
 - 2.3.7.4** Technical Brochures and Diagrams.
 - 2.3.7.5** The documents so arranged shall be bound and presented in the manner described in Section 2.5
- 2.4 Preparation of Financial Proposal**
- 2.4.1** The Financial Proposal shall not contain the Bid Bond or any accounting information.
- 2.4.2** In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in the tender documents.
- 2.4.3** Bidders shall express the price of their services in US Dollars only.
- 2.4.4** The Proposal must remain valid for at least ninety (90) days after the tender submission date. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Bidders shall agree to the extension.
- 2.5 Submission, Receipt, and Opening of Proposals**
- 2.5.1** The original proposal (Technical Proposal and Financial Proposal; see Para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the persons or person authorised to sign the proposals.
- 2.5.2** For each proposal, the Bidders shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

- 2.5.3** The original and all copies of the Technical Proposals shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** & **“Supply and Delivery of Tyres and Batteries”** and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** & **“Supply and Delivery of Tyres and Batteries”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITB” and be clearly marked, **“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE TENDER OPENING COMMITTEE.”**
- 2.5.4** The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Special Conditions of Tender. Any proposal received after the closing time for submission of proposals shall be returned to the respective bidder unopened.
- 2.5.5** After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Client shall prepare minutes of the public opening.
- 2.5.6** The Financial Proposal shall remain sealed and deposited with a responsible officer of the client up to the time for public opening of financial proposals.
- 2.6 Proposal Evaluation General**
- 2.6.1** From the time the bids are opened to the time the Contract is awarded, if any bidder wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITB”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the bidder’s proposal.
- 2.6.2** Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 2.6.3** The order of evaluation of the proposals shall be as detailed in the Section I: Letter of Invitation, Subsection 1.6 (1.6.1 to 1.6.5).
- 2.7 Evaluation of Technical Proposal**
- 2.7.1** The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Minimum Technical Specifications, applying the evaluation criteria as detailed in the Technical Specification Sheets.
- 2.7.2** Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important or critical aspects of the Technical Specifications or if it fails to achieve the minimum technical score indicated in the Special Conditions of Tender.
- 2.7.3** Lack of clarity for any line item proposed in the Technical Specifications will be assumed to mean that the option is missing and will be awarded zero/nil (0) marks.
- 2.8 Opening and Evaluation of Financial Proposal**
- 2.8.1** After Technical Proposal evaluation, the Client shall notify those Bidders whose proposals did not meet the minimum qualifying mark as stated in the evaluation criteria or were considered non-responsive to the tender and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process.
- 2.8.2** The evaluation committee will determine whether the financial proposals are complete (i.e. whether the bidder has costed all the items of the corresponding Technical Proposal and

correct any computational errors. The cost of any un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.3 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Bidder in the financial proposal. For purposes of establishing the registration status of the Bidders, a copy of the same documents shall also be placed in the Technical proposal by all Bidders irrespective of whether the bidder is of local or foreign origin.

2.8.4 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITB", be as follows:-

$Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P= the weight given to the Financial Proposal; T + P = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.5 The tender evaluation committee shall evaluate the tender within not more than 30 days from the date of opening the tender.

2.8.6 Contract price variations shall not be allowed

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITB". The aim is to reach agreement on all salient points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, indicating activities, logistics and reporting. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory completion of the contract by the supplier.

2.9.3 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract.

2.9.4 If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.5 KISCOL shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract(s) will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those Bidders who did not pass the technical evaluation. The award of the contract, should the client choose so, will be subject to successful site visits to

- the bidder, product demonstrations and contract negotiations or a combination of any of these.
- 2.10.2 The selected firm(s) is/are expected to complete the supply on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within thirty (30) days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 KISCOL may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 KISCOL shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to supply and deliver the required vehicle.
 - (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 have been debarred by KISCOL from participating in KISCOL’s procurement and shall not have also been debarred from participating in public procurement proceedings.
- 2.11 Confidentiality**
- 2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.
- 2.12 Corrupt or fraudulent practices**
- 2.12.1 KISCOL requires that the Bidders observe the highest standards of ethics prior to and during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices. **This declaration is mandatory and shall form part of the technical proposal.**
- 2.12.2 KISCOL will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

SECTION III: SPECIAL CONDITIONS OF TENDER

Note on the Appendix to Information to Bidders

1. The Appendix to information to bidders is intended to assist KISCOL in providing specific information in relation to corresponding claims in other parts of the document.
2. *Bidders are urged to carefully read the Special Conditions of Contract below before submitting a bid. Failure to provide required information shall imply that the bidder either does not have the requested information or has opted not to provide the same, in which case, the bid will be summarily disqualified if they fail to meet the pass-mark required in 2.3.4 below.*
3. KISCOL is specifying in this appendix, information and requirements specific to the circumstances of the project. KISCOL also assumes that by submitting the bid, the bidder allows KISCOL to verify the information provided by the bidder.

Appendix to Information to Bidders

The following information shall complement or amend the provisions of the Information to Bidders. Wherever there is a conflict between the provisions of the information to bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to bidders.

2.1 The name of the Client is **Kwale International Sugar Company Limited**

2.1.1 The method of selection is **Quality and Price**

2.1.2 Technical and Financial Proposals are requested: **No, this is a single envelope tender**

2.3.4 (v) Additional information requested includes: Mandatory requirements specified in the Invitation to Bidders **Section III, Subsection 1.6 (1.6.1 to 1.6.5) shall be:**

The following shall be deemed to be Minimum Mandatory requirements and shall form the basis of the initial evaluation criteria, failure to provide any of the said documents or providing defective or falsified documents being grounds for automatic/summary disqualification of the application. The said documents shall augment the details provided in the Technical Requirements data sheets which will only be evaluated once the following information has been deemed satisfactory.

Only firms which achieve **80%** at this stage will proceed for Technical Evaluation

1. Bid Bond/Security in the amount and validity indicated in Section II, subsection 2.3.6 (**10 Points**)
2. OEM's must provide standard and currently dated Warranties and Guarantees directly addressed to KISCOL for the supply and delivery of the proposed equipment. (**4 points**)
3. Certified copy of the firms' certificate of Incorporation. (**2 Points**), Certified copy of valid KRA Tax Compliance certificate (for locally incorporated firms or local consortium partners) (**2 Points**), Certified Copies of both the firms PIN & VAT Certificates. (**2 Points**), Certified Copy of firms Single Business Permit (for locally incorporated firms and/or local consortium partners) (**2 Points**) (**Total = 8 Points**).
4. Certified Audited Accounts for the last three (3) Years (**1 Point for each provided year**) showing profitability for all the three years (**2 Points for each profitable year**). (**Total = 9 Points**)
5. A company profile showing the firms areas of competence, products and a detailed list of similar projects showing the product supplied to at least 3 clients over the last two (2) years, dates of supply, clients supplied, contact persons with email addresses and working Telephone numbers. (**3 Points**). The profile shall also contain a Power of Attorney appointing the signatory to the tender document and future contract negotiations and possible award (**3 Points**). The profile shall also contain a Letter of No Objection authorizing KISCOL to, at its discretion, verify any and/or all information provided by the bidder (**3 Points**). (**Total=9 Points**)

6. A Manufacturers Authorization Letter for firms which are not Original Manufacturers of the required goods. Manufacturers must submit a letter in lieu of the Manufacturers Authorization Letter. **(5 Points)**
7. Current original Letters of recommendation from three (3) of the firms major clients relevant to the goods offered for supply over the last three (3) years (KISCOL may choose to visit the firms to establish the veracity of the performance of the firms' previous contracts). **(15 Points)**
8. Evidence of a Physical Registered office. Such evidence shall be in form of utility (Water or Electricity) bills for the last six months, rental or lease agreements, etc for all bidder firms. **(2 Points)**
9. The applicant should provide the name(s) and address of the banker(s) familiar with the applicants' financial standing and a letter from the banker detailing both the availability and amount of credit for servicing the contract if awarded. **(10 Points)**
10. Applicants shall provide all relevant litigation information for the last three (3) years. Firms are urged to be truthful in respect of the litigation information provided. **(5 Points)**

2.4.1 The Bid Bond, of KShs 300,000/=, shall be valid for a period of 30 days beyond the period of tender validity.

2.5.2 Bidders must submit One (1) original hard proposal and one (1) additional hard copy of each proposal. Bidders must also submit one (1) copy of the technical document in C.D. format. The CD Copy shall also contain any pricing information.

2.5.3 The proposal submission address is:

**The Director-Projects,
Kwale International Sugar Company Limited
P.O. Box 46279-00100, Nairobi, Kenya
Head Office, located at Unifresh Exotics House,
Baba Dogo Road, Ruaraka**

Information on the outer envelope should also include the words; **Tender Number: KISCOL/MECH/GAR/2014-005, Tender for the supply and delivery of Tyres and Batteries** and should not have any indication as to the identity of the bidder.

2.5.4 Proposals must be submitted no later than **7th October, 2014 at 1000Hrs.**

2.6.1 The address to send information to the Client is *as per clause 2.5.3*

2.8.3 Not Applicable

2.8.5 Alternative formulae for determining the financial scores are the following;

The weights given to the Technical and Financial Proposals are:

T = 0.80 (80%) and P = 0.20 (20%)

Section VIII: Performance Security Bond: A Performance Bond of Ten Percent (10%) of the Contract Price shall be provided at contract award

SECTION IV: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 4.1 In preparing the technical proposals the bidder is expected to examine all terms and information included in the tender document. Failure to provide all requested information shall be at the bidders own risk and may result in rejection of the bidder's proposal.
- 4.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 4.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the bidders or the Special Conditions of contract.
- 4.4 Even though firms may have satisfied all the mandatory and technical requirements, they may still be disqualified if they have:
 - 4.4.1.1 Made erroneous, misleading or false representation or deliberately suppressed the Information to be provided in the forms, statements and enclosures of this document,
 - 4.4.2 If subsequent confidential enquiry reveals facts contrary to the information provided by the applicant.
- 4.5 Please note that by filling this document and returning it, you authorize KISCOL to choose to verify all or any information provided therein.
- 4.6 The Tenderer shall furnish copies of all certificates and documents issued by the proper Authorities, that the Manufacturer of the goods proposed for supply is authorised to manufacture and sell these products.
- 4.7 A company, which is not known by KISCOL or is not well recognised by the international community, must provide evidence of certification by an internationally recognized authority (e.g. ISO or similar, as approved by KISCOL) or be subject, at the Company's expense, to inspection by a competent authority designated by KISCOL in conjunction with the national regulatory authority.

TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To:

Kwale International Sugar Company Limited

Ladies/Gentlemen:

We, the undersigned, offer to **supply and delivery of Tyres and Batteries** to Kwale International Sugar Company Limited in accordance with your tender dated _____ [*Date*] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]:

_____ [*Name of Firm*]:

_____ [*Address*]:

_____ [*Stamp or Company Seal*]

**Specifications for Supply and Delivery of Tyres and Batteries to Kwale International Sugar
Company Ltd**

12	63										
13	65										
14	70										
15	72										
16	80										
17	85										
18	90										
19	96										
20	100										
21	120										
22	127										
23	128										
24	143										
25	150										
26	160										
27	180										
6 Volt Batteries											
28	67										
29	75										
30	135										
31	150										
32	195										

Bidders Company Names:

Signed: Date:

11	12.4/11-36	6							
12	13.6/12-38	6							
13	7.5-16	8							

Bidders Company Names:

Signed: Date:

Section V. Tender Form and Price Schedule

(i) Form of Tender

Date: _____
Tender N^o: _____

To:
The Director Projects,
Kwale International Sugar Company Limited.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....
[Insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....

[Description of goods]

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 deliver the goods 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 equivalent to 10% Percent of the Contract Price for the due performance of the Contract, in the form prescribed by(Procuringentity).

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.

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

Dated this _____ day of _____ 20_____.

[signature] [in the capacity of]

Duly authorized to sign tender for and on behalf of _____

Section VI. Tender Security Form (Sample)

Whereas..... *[name of the tenderer]*
(hereinafter called “the tenderer”) has submitted its tender dated*[date of submission of tender]* for the supply of.....
[name and/or description of the goods]
(hereinafter called “the Tender”).....
KNOW ALL PEOPLE by these presents that WE.....
of..... having our registered office at
..... (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.

The 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 ____ day of _____20____.

[Signature of the bank]

Section VII. 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 goods, viz.,.....[*Brief description of goods*] and has accepted a tender by the tenderer for the supply of those goods in the sum of..... [*Contract price in words and figures*](Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Tender Form and the Price Schedule submitted by the tenderer;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The Procuring entity’s Notification of Award,
- (g) The Performance Bond,
- (h) Minutes of discussions recorded prior to contract 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 goods 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 goods 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 _____

Section VIII. Performance Security Form

To:
[Name of procuring entity]

WHEREAS *[Name of tenderer]*
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____ 20____ to
supply.....
[Description of goods](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]

Section IX. Manufacturer's Authorization Form

To: *[name of the Procuring entity]*.....

WHEREAS
[Name of the Manufacturer]

Who are established and reputable manufacturers of.....
[name and/or description of the goods]
having factories at.....
[Address of factory]

Do hereby authorize.....
[Name and address of Agent]
To submit a tender, and subsequently negotiate and sign the Contract with you against tender
No.....
[reference of the Tender]

For the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

Name, Designation, signature and date

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent specifying the items authorized.

Section X: Declaration of Undertaking

Declaration

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we shall neither offer nor grant, directly or indirectly, any inadmissible advantages to any persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the subsequent execution of the contract in the event that we are awarded the contract.

We also confirm that we have not been debarred from participating in Procurement proceedings by KISCOL or by any public entity.

.....

Signature.....

Date.....

Bidder.....

(This Declaration shall be signed by the Officer/Manager whose credentials are provided with the attached Power of Attorney)

Section XI.Tender Questionnaire

PART I: CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give particulars indicated in Part1 and either Part 2(a), 2(b) or 2(c) whichever applies to your type of business.

You are advised that it is a firm which gives false information on this Form might face immediate disqualification and be debarred from participating in KISCOL tenders.

Part 1-General

Business Name.....
Registration Ref No.....
Location of business premises, i.e. Building.....
Floor No.....Room No.....
Plot No.....Street/Road.....
Postal Address.....Postal Code.....
Tel No.....Fax No.....
Email.....Website.....
Nature of business.....
VAT Certificate Number.....PIN Certificate No.....
Tax Compliance Certificate No.....Expiry Date.....
Local Authority or Current Trade License No.....Expiry Date.....

NB: Attach copies of Registration Certificate, Trade License, and VAT Registration Certificate. PIN Certificate, Tax Compliance Certificate and Local Authority License.

Maximum Value of business which you can handle at any one time Kshs.....
Name of your Bankers..... Branch.....

Part 2 (a) Sole Proprietor:

Names in full.....Age.....
Nationality.....ID/Passport No.....Country of Origin.....

Part 2(b) Partnership

Name	Nationality	*Citizenship Details	shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) Registered Company

State whether Private or Public.....

State the nominal and issued Capital of the Company

Nominal Kshs..... Or Other Convertible currency.....

Issued Kshs..... Or Other Convertible currency.....

Give Details of all Directors as follows:

Name	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 3- Names of all Associated or Holding Companies (If any)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

If more companies are applicable, please give the information on a separate sheet of paper.

Part 4 – Give Details of all Directors of the Companies you have listed above as follows:-

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

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

Part 5– Volume of business transacted between KISCOL and my company during the last 12 months, if any;Kshs.

Part 6 Volume of business transacted with other similar organizations during the last 12 months, if any, Kshs. (Attach proof)

Part 7 Work performed as a contractor of similar nature and volume over the last five years. List details of contracts under way or committed, including expected completion date.

Client Name	Name of Client Contact Person	Type of services provided and year of completion	Value of Contract

Part 8 Please give a statement of your company's manufacturing capacity. (Wholesalers will be required to supply this information on behalf of the manufacturers they represent)

Part 9 How does the company handle customer complaints and product service request?

Part 10 Please attach a detailed account of the current quality assurance system in your company, for example a copy of your Quality Assurance Manual.

Part 11 Please provide details of on-site quality control facilities and services and range of tests conducted.

Part 12 Please indicate other payment terms and/ or incentives you are willing to offer to KISCOL, including but not limited to early payment incentives

.....
.....
.....

Part 13 – State whether or not you have experienced any problem(s) of non-performance with any contract(s) awarded to you during the last 12 months and give a brief explanation/ description of the problem(s). Please give the information on a separate sheet of paper.

Part 14 – Give any other information relating to your company which you may consider relevant to your bid to do business with KISCOL.

.....
.....
.....
.....

PART II: PERSONNEL

Please enclose copy of the organization chart of the firm indicating the main fields of activity for each position.

Please provide the following information for the key personnel proposed for administration of this Contract.

1. Name.....
2. Age.....
3. Academic Qualification.....
4. Professional Qualification.....
5. Work Experience.....
6. Length of service with the firm and position held.....
7. Please attach detailed CVs of these personnel.

PART III: FINANCIAL POSITION

1. Attach a copy of firm’s three (3) most recent audited financial statements(Should be for 2012, 2011 and 2010).
2. Summary of quick assets and current liabilities as of...../20.....(Date)

Assets.....

- a) Cash in hand
- b) Cash Deposited in Banks (State Details Below)

Total Cash.....

Name of Bank Institution	Location	Deposit in Name of	Amount
i.			
ii.			
iii.			
iv.			

Liabilities.....

3. Deposit with Bids or as guarantees (State details)

Deposited With	Name & Address	Purpose	Date of Recovery	Amount
i.				
ii.				
iii.				
iv.				

4. Due from completed contracts

(Amount receivable within 90 days, exclude claims not approved)

.....

Name and address of Owner	Contract Sum	Amount Receivable
i.		
ii.		
iii.		
iv.		
v.		
vi.		
vii.		
viii.		
ix.		
x.		

Attach Letters of Reference from the firm's bankers regarding the firm's credit position

PART IV: APPLICANT'S REFERENCES

NAME OF APPLICANT'S OTHER CLIENTS AND VALUES OF CONTRACT/ORDERS IN LAST TWELVE MONTHS

1. First Client (Organization)

- i) Name of 1st client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of ongoing Contracts/Orders.....

2. Second Client (Organization)

- i) Name of client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of Contracts/Orders.....

3. Third Client (organization)

- i) Name of client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of Contracts/Orders.....

4. Fourth Client (organization)

- i) Name of client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of Contracts/Orders.....

5. Fifth Client (organization)

- i) Name of client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....

- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of Contracts/Orders.....

(NB: You may include additional large clients as you may wish to support your application)

PART VI: DECLARATION

I certify that all the above particulars are true

Name of Applicant (Officer).....

Signature of Applicant.....

Position in the Company/Title.....

Date.....

NB: Please affix rubber stamp or seal

(This Declaration shall be signed by the Officer/Manager whose credentials are provided with the attached Power of Attorney)