



**NEW KENYA CO-OPERATIVE CREAMERIES
CREAMERY HOUSE DAKAR ROAD P.O. BOX 30131 NAIROBI**

**TENDER NO/T/060/2020-21
RE-DESIGN, DEVELOPMENT AND MAINTENANCE OF THE NEW KCC
WEBSITE**

CLOSING DATE – 7th APRIL 2021 AT 10.00 A.M.

M/s.....
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Dear Sirs,

RE: TENDER FOR RE-DESIGN, DEVELOPMENT AND MAINTENANCE OF THE NEW KCC WEBSITE

You are hereby invited to submit a tender for Re-design, Development and Maintenance of the New KCC Website

The tender documents fully detailed/filled and marked “**TENDER NO. NKCC/T/060/2020-21 RE-DESIGN, DEVELOPMENT AND MAINTENANCE OF THE NEW KCC WEBSITE**” should be returned in plain sealed envelope addressed to:

**THE MANAGING DIRECTOR
NEW KCC LTD
P.O. BOX 30131 - 00100
NAIROBI.**

and be placed in **New KCC Tender Box** located on **Second Floor of Creamery House, Dakar Road, Industrial Area** on or before **7th April 2021 at 10.00 am**. Tenders will be closed on **7th April 2021 at 10.00am** and opened immediately thereafter in the presence of tenderers/representatives who choose to attend.

Yours faithfully,

MANAGING DIRECTOR

2.0 INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements.
- 2.1.2 The New KCC's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 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 New KCC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the New KCC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below, and addend issued in accordance with clause 2.6 of these instructions to Tenderers.
 - (i) Invitation to Tender

- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify New KCC in writing or by post at the address indicated in the Invitation to Tender. New KCC will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the New KCC. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The New KCC 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.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the New KCC, 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the New KCC, shall be written in English language, provided that 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.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
 - (c) Documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be **90 days** from the date of opening of the tender.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 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.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the New KCC's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the New KCC's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the **goods' Manufacturer or producer** to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the New KCC; and
 - (c) a clause-by-clause commentary on the New KCC's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 1 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the New KCC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the New KCC and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the New KCC as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the New KCC.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the New KCC on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for **90 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the New KCC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the New KCC as non responsive.
- 2.15.2 In exceptional circumstances, the New KCC 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 2.14 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.

2.16 Format and Signing of Tender

2.16.1 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.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall submit the tenders in a sealed envelope clearly marked ‘Tender No. NKCC/T/060/2020-21, RE-DESIGN, DEVELOPMENT AND MAINTENANCE OF THE NEW KCC WEBSITE.

2.17.2 The tenderer shall submit one ORIGINAL and one COPY of the tender document addressed to the;

**The Managing Director
New KCC Ltd
P.O. Box 30131 - 00100
Creamery House,
Dakar Road, Ind. Area
Nairobi.**

(b) and bear, “Tender No. NKCC/T/060/2020-21 RE-DESIGN, DEVELOPMENT AND MAINTENANCE OF THE NEW KCC WEBSITE and the words:

“DO NOT OPEN BEFORE 7th April 2021 at 10.00 am.

2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the New KCC will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the New KCC at the address (**in the Tender Box**) specified under paragraph 2.17.5 no later than **7th April 2021 at 10.00am.**

2.18.2 The New KCC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the New KCC and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by New KCC prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.7

2.19.5 The New KCC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The New KCC 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.

2.20 Opening of Tenders

2.20.1 The New KCC will open all tenders in the presence of tenderers' representatives who choose to attend, **on 7th April 2021 at 10.00am at New KCC's Boardroom.**

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 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 New KCC, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The New KCC will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the New KCC may, at its discretion, ask the tenderer for a clarification of its tender. The request for

clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination

2.22.1 The New KCC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The New KCC may waive any minor informality or non-conformity 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the New KCC 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 New KCC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the New KCC and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the New KCC will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The New KCC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

2.24.3 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 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the New KCC

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the New KCC on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the New KCC in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the New KCC 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the New KCC deems necessary and appropriate.

2.27.3 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 New KCC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The New KCC will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) New KCC's Right to Vary quantities

2.27.5 The New KCC reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) New KCC's Right to accept or Reject any or All Tenders

2.27.6 The New KCC 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 New KCC's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the New KCC will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the New KCC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the New KCC notifies the successful tenderer that its tender has been accepted, the New KCC will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 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.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the New KCC.

2.30 Performance Security

- 2.30.1 Within Thirty **(30) days** of the receipt of notification of award from the New KCC, 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 New KCC.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the New KCC may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The New KCC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the New KCC, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the New KCC of the benefits of free and open competition;

- 2.31.2 The New KCC 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.
- 2.31.3 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 regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Attach Copies of certificates of: - Business Registration, KRA PIN registration, KRA Tax Compliance, Current Business license.
2.14.1	Bid security required of Kshs. 200,000.00 in form of a Bank Guarantee from a reputable Bank or Insurance company approved by Public Procurement Oversight Authority
3.7.1	The Successful bidder will be required to place a Performance bond equivalent to 10% of the Contract Price.
2.18.1	Tender closing date (deadline for submission of tenders) is 7th April 2021 at 10.00am
2.20.1	Tender opening date 7th April 2021 at 10.00am

3.0 GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the New KCC 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the New KCC under the Contract.
- (d) “The New KCC” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the New KCC for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the New KCC’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the New KCC in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the New KCC’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the New KCC and shall be returned (all copies) to the New KCC on

completion of the Tenderer's performance under the Contract if so required by the New KCC

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the New KCC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the New KCC's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the New KCC the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the New KCC and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the New KCC, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the New KCC and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 New KCC.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the New KCC may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the New KCC.

3.8.4 The New KCC's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the New KCC or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by New KCC in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the New KCC as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the New KCC within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the New KCC's prior written consent.

3.15 Subcontracts

3.15.1 The tenderer shall notify the New KCC in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The New KCC 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 deliver any or all of the goods within the periods specified in the Contract, or within any extension thereof granted by the New KCC
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the New KCC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the New KCC shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The New KCC and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

- 3.20.1 The tenderer 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.

4.0 SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the General Conditions of Contract and the Special Conditions of Contract, the provisions of the Special Conditions of Contract herein shall prevail over these in the General Conditions of Contract.
- 4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.18.1	Resolutions of disputes shall be governed by the laws of Kenya Delivery The re-design, development, and maintenance of the New KCC website shall be as per the guidelines provided in the Technical Specifications within the period indicated by the successful bidder(s) from the date of receiving the Purchase Order (LPO).

- 4.3 Bidders must attach all statutory Government registration Certificates including Company Registration Certificate, KRA PIN Certificate, KRA Tax Compliance Certificate, Valid Business Trading License.
- 4.4 Bidders must fill, sign and Stamp the confidential business questionnaire form
- 4.5 Bidders must fully fill, sign and stamp the Form of Tender
- 4.6 Bid Prices must remain valid for 90 days from Tender Closing date.
- 4.7 Tenders must be accompanied by a bid Security of Kshs. 200,000.00 in form of a Bank Guarantee from a reputable Bank or Insurance company approved by PPOA valid for 120 days from the Tender closing date. The bid security forms part of technical proposal.
- 4.9 Any advance payment must have a Bank Guarantee from a reputable bank equivalent of the advance amount and valid up to completion period.
- 4.12 Bidders must provide at least 5 detailed CVs and related certifications of their consultants

with proven track record as pertains to this tender. The proposed staff must have relevant qualifications and experience in website development and administration.

4.13 Bidders must provide at least 5 reference sites within the region (East Africa) where they have provided and implemented the proposed solution. This must be duly certified by the client.

4.15 Bidders must provide duly certified Audited Financial reports for the past 3 years.

RESPONSIVE BIDS

EVALUATION CRETERIA

Mandatory Evaluation

Any bidder that fails to meet all the mandatory requirements shall be disqualified and will not proceed to technical evaluation.

	Item	YES/NO
1	Company Registration Certificate	
2	CR12	
3	KRA Tax Compliance Certificate	
4	Valid Business Trading License	
5	Duly filled, signed and stamped confidential business questionnaire form	
6	Duly filled, signed and stamped Form of Tender	
7	A signed statement declaring that the bidder will not engage in corrupt practices with regard to this tender	
8	A signed statement declaring that the bidder is not debarred from participating in public procurement.	
9	Power of Attorney duly signed by the Commissioner of Oath.	
10	Copies of all the Directors' IDs.	
11	Proof of ownership, lease/tenancy agreement of a company's physical office.	
12	Bid Security of KShs. 200,000.00 in form of a Bank Guarantee from a reputable Bank or Insurance company approved by PPOA valid for 120 days from the Tender closing date. The bid security forms part of technical proposal.	
13	Duly certified Audited Financial reports for the past 3 years.	
14	Bidder must provide at least 5 reference sites within the region (East Africa) where they have provided similar services of building interactive, responsive sites as well as deployment of a branded corporate email solution. This must be duly certified by the client. Must attach evidence e.g., LPO, LSO or signed contract for each firm.	

15	Bidders must provide one original and one copy of the Tender document which MUST be sequentially Paginated/serialized/Numbered on each page including all the attachments	
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Technical Evaluation

Bids will be evaluated on their responsiveness to the general and specific requirements laid out in the technical specifications. Bids which fail in any critical items will be technically disqualified.

Bidders that pass the Technical Evaluation, may be invited to carry out a presentation to showcase their proposed design.

All the general requirements in the Tender are Mandatory and must be met by every bidder and only the responsive bidders will qualify for financial evaluation.

The scores for the technical requirements will be distributed as follows:

Item	Description	YES/NO
1.	<p>Proposed solution map to New KCC specifications</p> <p>The proposal must include a detailed approach and methodology to be employed and provide description of work schedule and implementation plan, time-table and activity plan for the assignment that must cover the scope of works.</p>	
2	<p>Qualification and competence of the key staff for the assignment</p> <p>The support team proposed for the project should have relevant experience and professional qualifications or university education in Information Technology, Computer Science, Website Design and Programming or other relevant field.</p>	
2a	<p>Team Lead Members (2)</p> <p>Submit CVs of at least 2 lead members of the team:</p> <ul style="list-style-type: none"> • Demonstrate experience of not less than five (5) years in website design and development, website hosting, web security and maintenance. • Degree in IT, Computer Science, website design and programming or any other relevant fields. 	

2b	Other Staff Professional (Attach CV) Attach copies of academic and professional qualifications and CVs of at least three (3) proposed team members who should include programmers and web designers with a minimum of three (3) years' experience in similar assignments	
3.	No. of Continuous Year of Service in the Field Company should have been in existence for more than 5 years and organizational structure documenting key management staff is provided.	

5.0 TECHNICAL SPECIFICATIONS

INTRODUCTION

NKCC seeks to engage a business partner qualified to plan, execute, and deliver the redesign of the organization's website (www.newkcc.co.ke).

New KCC requires a vendor who has demonstrated experience in managing website projects and expertise with the best practices regarding successful website design, development, and deployment.

BACKGROUND

The New Kenya Co-operative Creameries (NKCC) was registered on 25th June 2003 as a limited liability company as a result of a government initiative. Its history dates back to 22nd August 1925 when Kenya Co-operative Creameries Ltd (KCC) was incorporated as a limited liability company. The principal business of NKCC is buying, processing, and selling dairy products both in the domestic and export markets.

The current category of products is as listed below. However, plans are underway for the development and launch of new product categories:

- Fresh and Fermented (KCC Fresh, Gold Crown, Mala, Delite & La Range of Yoghurt etc)
- Long Life (UHT, TFA, TCA, Lactose Free)
- Premium products (Butter, Cheese, Ghee and Milk Powder)

The redesign will involve the refreshing of the website for a more appealing look representative of the Company's brand value and repositioning it in line with the company's strategic goals and objectives.

PROJECT BACKGROUND

The New KCC site has been operating with the current visual design and architecture for the past 8 years. The site was developed using PHP and JavaScript, with MySQL as the database on an Apache web Server. The site uses Google Analytics as the site traffic statistics application. The site mainly serves as an information portal with the following main pages:

- i. About Us – Information on the organization's management
- ii. Products – Contains the New KCC Product catalogue.
- iii. The Farmer – Information targeting dairy farmers.
- iv. News and Events – Information on New KCC activities. It contains a Photo and Video Gallery as well.
- v. Tenders – Information on currently running Tenders.

- vi. Blog – This is the same as the News and Events Page
- vii. Contact Us – Contains a feedback form. The data captured is forwarded as an email to the New KCC info-email address managed by the Corporate Affairs Office.
- viii. Careers – Contains Information of currently vacant advertised positions. This is accessed by a minor link at the bottom of the page which visitors find hard to locate.
- ix. Downloads – Section on any downloadable document the organization wants to distribute.
- x. Social Media – Has links to both Facebook and Twitter feeds.
- xi. The site has been optimized for mobile devices as well as access via multiple browsers. The mobile and tablet traffic has grown to about 51% of total traffic as at current.

The organization would like to improve on the website layout, deploy additional functionality and have it more interactive.

The site currently receives approximately 3,100 unique visitors per month with the Careers, Tender and Contact pages being most active at 16%, 10% and 6% of visitors respectively.

In terms of engagement, only about 40% of the visitors spend 11 minutes and above on the site.

The site is managed by the Word Press Content Management System (CMS) which has been availed to New KCC staff. However, further training is required for the staff so as to lessen reliance on the external website administrator. The organization will maintain its current hosting setup.

PROJECT GOALS/OBJECTIVES

In the eight years since the website was launched, new technologies have changed the way that information can be delivered online. New KCC would like to leverage these technologies while also revitalizing the site design.

To enhance communication with our audience, the organization would like to provide a more interactive format. In addition, the organization is embarking on an online sales strategy and would like to use the website to facilitate this.

The goals of this project include:

- i. Provide an updated visual design that is fresh and modern with the aim of strengthening our online brand and enhancing our corporate positioning.
- ii. Provide improved and multiple navigation paths making it easier for the user to find relevant content.
- iii. Integration with social media
- iv. Provide enhanced customer service and increased audience engagement. Provide for direct interaction with visitors via chatbot.
- v. Convert visits into sales through provision of a secure ecommerce platform that will facilitate simple and easy order placements from registered customers.

Some of the items above will require an interface with the existing ERP system for the information generation. Currently New KCC uses SAP ECC6.

New KCC will work with the selected firm to deliver content on schedule while also reserving the right

to modify, substitute or delete the tasks listed on the scope to include but not limited to:

1. Web design & Development
2. Digital Marketing Strategy & Execution
3. Website content management and maintenance

TARGET AUDIENCE

The target audience for the web site includes, but not limited to:

- Dairy farmers, groups and Co-operative Societies.
- Consumers of milk and dairy products – cutting across individual to institutions.
- Traders e.g. retailers and partners along the value chain
- Organizations or individuals with an interest in the New KCC
- National and country Government entities
- Non-profit organizations and NGOs
- Local and international media.
- General public

CRITICAL STEPS TO BE CONSIDERED

It is our expectation that best practice processes for website construction shall be observed as described below but not limited to the listing.

1. **Analysis:** Although we have tried to provide as much information as we can herein, we understand that you may need further engagement to enable you fully understand our needs. More specific information will be provided to the successful bidder upon signing of a contract. Review of our current website on www.newkcc.co.ke can be used to assist in prototype development.
2. **Specification Building:** We expect your proposal outlining the scope of the project to include responsibilities, timelines and deliverables. We intend to maintain our current hosting services. Specifications will include the general layout, site navigation, components to be used, content management and software.
3. **Design and development:** Work on the web site is scheduled upon receipt of the signed contract, and all written content materials and graphics we wish to include. At this stage the layouts and navigation will be designed as a prototype in two or three designs. These prototypes will have all images and navigation included and will be made available to NKCC for selection of the one preferred one and suggestions on any improvements that NKCC may require incorporated.

4. **Content writing:** You will design and develop the site and NKCC shall provide all the necessary content. We will provide you with various images; however, we recommend that you plan to take your own pictures and other artworks.
5. **Coding:** The interface and the code you build should not disturb the look and feel of the site or application. You will generate necessary testing plans as well as technical documentations and prepare the end-user documentation.
6. **Security:** The website will be providing and capturing some sensitive data and will be linking to our core business application which must be protected at the highest level. The design and coding must reflect this.
7. **Testing:** Intensive testing, including cross-browser compatibility, resolution testing, link testing etc. will be required. Live testing must be carried out to make sure the site functions correctly with the most common browsers among them Internet Explorer, Firefox, Google Chrome, Opera etc as well as on mobile devices.
8. **Maintenance:** Once the website is operational you will provide training to our ICT and Corporate Affairs staff on the maintenance of the website in terms of updates, content management and other post build services. The training offered must make it possible for our staff to update the website without your assistance.

WEBSITE FEATURES/ELEMENTS

The end-product will be a technologically capable and user-friendly website. In our analysis, the following pointers must be considered:

1. **Relevant** - In line with the latest digital best practices and trends
2. **Persona segmented** - discreet segmentation of target customers to serve them better.
3. **Information Architecture** - Visual redesign of the entire site must be coordinated to create a cohesive message, intuitive design and user-friendly navigation. An information architect is necessary to reorganize content to be easily accessible to users.
4. **Creative Design and quality content**
 - a. High quality photos and videos
 - b. Accurate and real-time information on company's milestones/events, products & services
 - c. **Customized Product Branding Pages:** the look and feel of the product web pages should convey specific brand, including but not limited to typography, photography, logos and any other associated graphic elements and colour schemes.
 - d. **Scalable Menu & Navigation** to meet unexpected or yet-to-launch events or other content items.
 - e. **Event Calendar:** to display New KCC hosted and related events.
5. **Drives engagement/interaction** with its intended audience through integration of value-added features and functionalities such as:
 - a. Introduce specific **Call to Actions (CTAs)** for lead generation
 - b. Develop and deploy an **E-commerce platform.** The proposal must consider:
 - i. **Security authentication system.** Support secure registration of customers and be able to control, monitor and manage access all times to maintain integrity.

- ii. **A personalized shopping experience** - A customer profiles manager that presents specific products for each customer based on predefined criteria. E.g. products available to external markets for export will be different from those for local market.
 - iii. **Accurate, context-sensitive pricing** - Preferred customer pricing so for each customer can be specific to defined customer profiles.
 - iv. **Status management** - Every customer will be able to monitor their orders and view their transactional history.
 - v. **Shopping Cart** - Comprised of product catalogue, shopping list and checkout system. Keeps track of customers' orders before proceeding to checkout. Provide for update of current catalogue to make it easier to navigate and manage.
 - vi. **Secure Server** - Provides transaction protection using Secure Sockets Layer (SSL) which encrypts all data between the server and the customer's computer or mobile device
 - vii. **Payment Processing** - A payment gateway links the shopping cart to the financial networks used in the transaction. Integration to enable payments via mobile money and credit cards will be required.
 - viii. **Fulfilment** – The platform must include functionality for receiving goods, inventory storage, order processing, shipping and return processing for goods.
 - c. **Data Capture** via interactive forms or email address submission fields that will allow NKCC to build and maintain a client data base.
 - d. **Live Chat** – real-time communication with website visitors. There should be real-time visitor monitoring, custom chat windows, invisible traffic analysis, website integration and secure admin controls.
6. **Socially integrated/Shareable** (has media & social networking integrating features)
- a. Integrated to the company's other digital assets to drive conversations and grow social media communities and shareability to drive traffic to website (Links on emails, texts, blogs & existing social media platforms).
7. **Responsive**
- a. One web-design for every screen size (tablet, phones, desktops) and that renders properly across multiple browsers.
 - b. **Accelerated Mobile Pages** – integrate AMP to New KCC website, so web pages load faster on mobile devices
 - c. **Advanced Site Search**
8. **Content Management System (CMS)**
- The CMS should have a user friendly/easy to use interface with multiple author environment via controlled/secure role-based access for administrators, editors, authors, contributors, and subscribers that will allow for:
- a. maintaining and updating of content
 - b. collaborative authoring
 - c. content approval and workflow
 - d. content versioning & scheduling
 - e. document and image management
 - f. unlimited page or content creation

9. **Online Marketing** – Create SEO & SEM that will lead to increase in site visitors. . Ideally, the website should be marketed on search engines and contextually correct web sites through the use of various tools.

10. **Google Maps Integration**

Integrate Google maps on the site to enable GPS mapping of New KCC operations country-wide.

11. **Comodo EV SSL Certificate** – To provide website security.

12. **Reporting and Analysis** - NKCC would like to maintain google analytics as the traffic reporting application.

13. **Site Maintenance Services**

Site maintenance includes both technical up-keep such as server upgrades, and management and updates to content or design on the site itself. The plan, and costs, for maintenance should be detailed in the proposal. This may include specifying what the client will be able to update on their own (through the use of a CMS), what updates you as the designer/ developer will handle, and any other details concerning keeping the site running and up to date. The given costs should be given as annual, however the maintenance contract shall run for a period of three years. The proposal should consider the following deliverables:

- a. To perform regular maintenance of the website and make recommendations on how to continuously improve and optimize the website.
- b. To create and manage web content as and when needed, ensuring that it is current, accurate and consistent with New KCC’s brand, identity, vision & mission.
- c. To conduct training to assigned New KCC Staff on the Content Management System to ensure they are capable of carrying out the agreed upon content updates as and when needed.
- d. To design, create, edit, and update web layouts and graphics as and when needed.
- e. To assist in development and deployment of a digital marketing strategy
- f. To participate in meetings when needed with New KCC Staff to discuss special projects, needs and/or emerging issues.

Part II: Branded Corporate Email Solution

As a separate line item, bidder to provide costs for implementation of a Branded Corporate Email Solution. The solution will entail a comprehensive marketing solution with every email sent from targeted staff, allowing for centralized control of our digital marketing campaign(s) and turning each employee into a targeted marketing and salesforce. Every time an employee sends an email an interactive campaign banner will appear when the recipient opens his/her email. It is intended that the solution should include facilities for:

- a. Following email features:
 - i. Multiple interactive campaign banners
 - ii. Centrally controlled signatures
 - iii. NKCC Branding
 - iv. Contact details download.

- v. Forms and link to targeted NKCC website pages
 - vi. Social Media links
 - vii. Ability to track links provided.
- b. Intelligent Campaign Management features to allow NKCC to activate a pool of different campaigns with individual value propositions and decide on how they are to be utilized on the organizations email flow. Features will include:
- i. ROTATE - Deliver a different campaign banner with every email sent. Choose which banners in the available pool of banners to associate with your emails and the system chronologically assigns a different banner each time an email is sent.
 - ii. SCHEDULE - Banners campaigns can be scheduled in advance for upcoming special days, public holidays, events, promotions and product launches according to specified date ranges.
 - iii. SEGMENT - Choose who sends which message. Different divisions or individuals within and can make use of different banner campaigns which is tailored to the audience they communicate with.
 - iv. TARGET - Choose who receives which message. Target base on categories eg customers, suppliers, staff etc.
- c. Reporting – Provide reports on banner clicking activity, featured running campaigns and integration with Google Analytics.
- d. Integration with our existing email platform. NKCC currently uses Microsoft Exchange 2016 with Microsoft Office and Office 365 as client access applications.
- e. Optimized for mobile access.
- f. The proposal should include implementation costs and annual usage costs for 600 staff.

6.0 Price Schedule for Goods

Name of Tenderer

Tender NumberPage of

ITEM	DESCRIPTION	UNIT COST (KSHS).	TOTAL COST (KSHS.)
1.	Web Design		
2	Training		
3	Branded Corporate Email		
4	Annual Maintenance		
6	Any Other Related Costs		
	SUB TOTAL		
	VAT		
	TOTAL		

Notes:

Warranty period and extend

Signature of tenderer _____

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

7.1 Form of Tender

Date: Tender No.....

**To: New Kenya co-operative Creameries Limited
P.O. Box 30131 – 00100 - Nairobi
Tel: 552965, 652415
Email: info@newkcc.co.ke**

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
.....
.....
.....****(inclusive / exclusive of VAT) *[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 inweeks.
3. If our Tender is accepted, we will obtain the guarantee of a bank equivalent to 10% of the Contract Price for the due performance of Contract, in the form prescribed by New KCC.
4. We agree to abide by this Tender for a period of..... days from the date fixed for tender opening specified in 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 of20.....

.....
[signature] *[in the capacity of]*

Duly authorized to sign tender for and on behalf of

**** Delete whichever is not applicable**

7.2 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 E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor

Your name in full

Age Nationality

Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows:

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

Date Signature of Candidate

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

7.3 Tender security form

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of
submission of tender] for the re-design, development and maintenance of
.....[name and/or description of the equipment]
(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 New KCC}
(hereinafter called “the New KCC”) in the sum of for
which payment well and truly to be made to the said New KCC, 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 New KCC 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 New KCC up to the above amount upon receipt of its first written demand, without the New KCC having to substantiate its demand, provided that in its demand the New KCC 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 tender 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]

7.4 Contract form

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [name of Procurement entity) of [country of Procurement
entity] (hereinafter called “the New KCC) of the one part and
[name of tenderer] of [city and country of tenderer]
(hereinafter called “the tenderer”) of the other part;

WHEREAS the New KCC invited tenders for certain goods] and has accepted a tender by the
tenderer for the supply of those goods in the sum
.....
[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 New KCC’s Notification of Award
3. In consideration of the payments to be made by the New KCC to the tenderer as herein after mentioned, the tender hereby covenants with the New KCC to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The New KCC hereby covenants to pay the tenderer in consideration of the provisions 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 New KCC

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of

7.5 Performance security form

To
[name of New KCC]

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 figure] 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 you 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

Signed and seal of the Guarantors.

[name of bank or financial institution]

[address]

[date]

7.6 Bank guarantee for advance payment form

To New Kenya Co-operative Creameries Limited

[Name of tender]

.....
.....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

.....
[name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the New KCC a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of

.....
[amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the New KCC 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 New KCC 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 in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.7 Manufacturer’s authorization form

To **New Kenya Co-operative Creameries Limited**

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.

[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.**

FORM SD2

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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 corrosive practice with other bidders participating in the subject tender

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

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

Bidder's Official Stamp

DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address) _____

_____ declare the following:

a) Has not been debarred from participating in public procurement.

b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

