



TENDER DOCUMENT

FOR

SUPPLY AND DELIVERY OF FERTILIZERS

TENDER NO. ADC/1/2013/14

**AGRICULTURAL DEVELOPMENT
CORPORATION**

P.O. BOX 47101, 00100

NAIROBI, GPO

TEL NOS: - 0724930920,0735930920,2250695/185

Excellence in Agriculture

2.3 Contents of Tender Document

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SECTION -INVITATION FOR TENDERS

Date: NOVEMBER 2012

TENDER REF NO. ADC 1/2013/14

TENDER NAME: SUPPLY OF FERTILIZERS

THE PERIOD: March 2013/2014

- 1.1** The Agricultural Development Corporation invites sealed tenders from eligible candidates For: **Supply and Delivery of Fertilizers.**
- 1.2** Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office , Agricultural Development Corporation P.O Box 47101 NAIROBI – Located on 9th floor Development House during normal working hours.
- 1.3** A complete set of tender documents may be obtained by interested candidates at ADC procurement office upon payment of a non-refundable fee of kshs 3,000.00(three thousand only) in cash or bankers cheque, payable to ADC cashier on 9th floor, Development House.
- 1.4** Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
Tenders will be required to deposit a Bid Bond of 1.5% of the total quoted price in form of bankers cheque or letter of guarantee from a reputable bank or insurance.
- 1.5** Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at 10th FLOOR DEVELOPMENT HOUSE or be addressed to: THE MANAGING DIRECTOR AGRICULTURAL DEVELOPMENT CORPORATION P.O. BOX 47101-00100 NAIROBI so as to be received on or before **10.00 A.M 18th December 2012**
- 1.6** Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at ADC Board Room located on 10th floor Development House.
- 1.7** Prospective bidders may also download the tender document from ADC'S website (www.adc.or.ke). Payment of the fee shall be done before submission of tender documents. At the time of submitting the completed tender document, such Tenderers shall be required to enclose a copy of the receipt or payment slip evidencing payment of a non-refundable fee of Kenya Shillings Three Thousand Only (**KSh. 3,000/=**) .

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.2 Cost of Tendering

- 2.2.1. The price to be charged for the tender document shall be kshs 3,000.00.
- 2.2.2. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3 Contents of Tender Documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i. General Conditions of Contract
 - ii. Special Conditions of Contract
 - iii. Schedule of Requirements
 - iv. Technical Specifications
 - v. Form of tender
 - vi. Price schedules & price schedule
 - vii. Confidential business questionnaire form
 - viii. Tender security form
 - ix. Manufacturers authorization form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.3.3 Clarification of Documents

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

2.3.5 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.3.6 Amendment of documents

2.3.7 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum

2.3.8 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them

2.3.9 In order to allow prospective tenderers reasonable time in which to take the may extend the deadline for the submission of tenders.

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

2.4 Language of Tender

2.4.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.5 Form of Tender

2.5.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.6 Tender Prices

2.6.1 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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

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

2.6.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.7 Tender Currencies

2.7.1 Prices shall be quoted in Kenya Shilling unless otherwise specified.

2.8 Tenderers Eligibility and Qualifications

2.8.1 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.

2.8.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity'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

2.8.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity'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.

2.9 Goods Eligibility and Conformity to Tender Documents

- 2.9.1 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
- 2.9.2 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.
- 2.9.3 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 Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity'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.
- 2.9.4 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.
- 2.9.5 **Warranty**
- 2.9.6 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that the goods to be supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender. The Warranty shall also warrant that the goods in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use of the goods under the conditions obtaining in Kenya.
- 2.9.7 The Warranty will remain valid for one (1) year after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated.
- 2.9.8 In the contract, or for eighteen (18) months after the date of shipment from the port of loading in the source country, whichever period concludes earlier.

2.10 Tender Security

- 2.10.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.10.2 The tender security shall be in the amount of 1.5% per cent of the tender price.
- 2.10.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture.
- 2.10.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.10.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.10.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.10.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract.
- 2.10.8 The tender security may be forfeited:
- a. If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - b. In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract .
 - or**
 - (ii) to furnish performance security
 - c. If the tenderer rejects, correction of an error in the tender.

2.10 Validity of Tenders

- 2.10.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring Entity. A tender valid for a shorter period shall be rejected by the Procuring Entity as nonresponsive.
- 2.10.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

2.11 Format and Signing of Tender

- 2.11.1 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.
- 2.11.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.11.3 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.

2.12 Sealing and Marking of Tenders The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope, and Shall:

- (a) be addressed to:

**The Managing Director,
Agricultural Development Corporation,
P.O Box 47101 – 00100,
NAIROBI.**

- (b) Bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE, at: 10.00 a.m 18th December 2012.
- 2.12.1 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.12.2 If the outer envelope is not sealed and marked as required by paragraph 2.11.2, the Procuring Entity will assume no responsibility for the tender's misplacement or premature opening.

2.13 Deadline for Submission of Tenders

2.13.1 Tenders must be received by the Procuring Entity at the address specified.

2.14 Opening of Tenders

2.14.1 The Tender Opening Committee will open all tenders in the presence of tenderers' representatives who choose to attend, at 10.00 am, at Development House, Boardroom, 10TH Floor. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.14.2 The Tender Opening Committee will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.15 Preliminary Examination and Responsiveness

2.15.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

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

2.16 Evaluation and comparison of tenders.

2.16.1 A Tender Evaluation Committee will be appointed to evaluate and compare the tenders which have been determined to be substantially responsive.

2.16.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.16.3 To qualify for contract awards, the tenderer shall furnish the following information:-

SPECIAL CONDITIONS

1. Give three references who must be current clients
2. Attach audited accounts for last two years.
3. Attach :-
 1. Tax compliance Certificate.
 2. Certificate of Business Registration
 3. Pin certificate
 4. VAT certificate
 5. List of Current Directors
 6. Standardization mark certification from Kenya Beureau of Standards (KEBS) Where applicable.
 7. Manufactures authorization and warranty.
 8. A detailed description of the essential chemical composition/ characteristics of the goods whether in brochures, catalogues or drawings
4. Prices quoted by the tenderer shall be fixed during the tenderer's performance of the contract and not subject to variation on any account.

The information should be supported by documentary evidence where appropriate, and should be sufficiently demonstrative. Upon receipt of your proposal and due consideration thereof, the Corporation shall, if you are successful, revert to you for negotiations of logistical and other procurement issues.

2.17 Contacting the Procuring Entity

- 2.17.1 No tenderer shall contact the Procuring Entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.17.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

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

2.18 Award of Contract

a) Post qualification

2.18.1 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as the Procuring Entity deems necessary and appropriate.

2.18.2 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring Entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.18.3 The Procuring Entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.19 Notification of award

2.19.1 Prior to the expiration of the period of tender validity, the Procuring Entity will notify the successful tenderer in writing that its tender has been accepted.

2.19.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Procuring Entity. Simultaneously the other tenderers shall be notified that their tenders were not been successful.

2.20 Corrupt or Fraudulent Practices

- 2.20.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.20.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.20.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

3.0 SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The Contractor” means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Procuring Entity's prior written consent.

3.4 Termination for Default

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

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

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

3.5 Termination for insolvency

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

3.6 Termination for convenience

- 3.6.1 The procuring entity by written notice sent to the service provider may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Procuring Entity convenience, the extent to which performance of the service provider of the contract is terminated and the date on which such termination becomes effective.
- 3.6.2 For the remaining part of the contract after termination the Procuring Entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.7 Resolution of disputes

The Procuring Entity's and the service provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms.

3.8 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.9 Force Majeure

The service provider shall not be liable for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.10 Applicable Law

The contract shall be interpreted in accordance with the laws of Kenya i.e. The Public Procurement and Disposal Act, 2005 and The Public and Procurement Disposal Regulations 2006.

3.11 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address.

A notice shall be effective when delivered or on the notices effective date, whichever is late.

3.11 SCHEDULE PRICE FOR FERTILIZERS

PARTICULARS

No	Item description	QUANTITIES X50 KG BAG	Unit price	Brand name	Days to deliver	Remarks
	KITALE					
1	DAP (18:46:0)	11,289				
2	CAN (26%)	33,918				
3	TSP	53				
4	MAP	11,561				
5	LIME	284				
6	NPK	311				
7	MOP	530				
8	LIME	284				
	LANET	Per 50 kg bag				
1	DAP	1716				
2	CAN	458				
3	TSP	10				
4	LIME	50				
	ENCHILI	Per 50 kg bag				
1	DAP	1,302				
2	NPK	300				
	MOLO	Per 50 kg bag				
1	DAP	334				
2	CAN	11				
3	NPK	170				
	OTHERS - KITALE					
1	POLYFEED N.P.K 18.12.27	87				
2	POLYFEED N.P.K 26.12.12	2343				
3	BAYFOLAN (WUXAL)	1273 Kgs				
4	AGRAL	90 LTRS				
	ENCHILI					
	FOLIAR	1501 LTRS				
	MOLO		16			
1	FOLIAR	440 LTRS				

Totals: DAP - 14,641 bags, CAN - 34,387 bags, TSP - 63 bags MAP - 11,561 bags
Lime - 284 bags, NPK - 781 bags, MOP - 530 bags, Lime - 334 bags.

Notes

- Deliveries to be made to our Units as indicated i.e. Lanet, Molo , Enchili and Kitale Farms all in a radius of 50 Km from Kitale Town.
- The quoted prices should be inclusive of all taxes and delivery charges

- Sample(s)

All Tenderers quoting for new products must also submit sample(s) in conformity with the technical specifications securely and clearly labelled with -

- a) *the Tender number and name*
- c) *the name of the Tenderer.*

The sample(s) shall be considered as part of the tender and must be submitted together with the Tender before the deadline for submission of Tenders.

3.13 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in 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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--

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

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

3.14 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.

[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.

31.TENDER SECURITY FORM

Whereas(hereinafter called the “tenderer “) has submitted its tender dated..... for the supply and delivery of

(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..... (herein called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank bids itself, its successors, an 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 the 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 dead, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions

This 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} _____
Amend accordingly if provided by Insurance Company