



Superior & Reliable

SIMLAW SEEDS COMPANY

OPEN NATIONAL TENDER

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND
COMMISSIONING OF PNEUMATIC SEED POUCH PACKAGING
LINE**

**TENDER NO.
SSC/T/PSPPL/2018-2019**

TENDER CLOSING & OPENING DATE-24th MAY, 2019

**SIMLAW SEEDS COMPANY LIMITED
P.O BOX 40042-00100
NAIROBI
TEL.020 2216066, 0722200545**

TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER.....	2
INTRODUCTION	2
SECTION II INSTRUCTIONS TO TENDERERS.....	4
Appendix to Instructions to Tenderers	20
SECTION III GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	28
SECTION V TECHNICAL SPECIFICATIONS.....	29
SECTION VI SCHEDULE OF REQUIREMENTS.....	38
SECTION VII PRICE SCHEDULE FOR GOODS.....	39
SECTION VIII STANDARD FORMS.....	40
8.1 FORM OF TENDER.....	41
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	43
8.3 TENDER SECURITY FORM.....	45
8.4 CONTRACT FORM.....	46
8.5 PERFORMANCE SECURITY FORM.....	48
8.6 BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....	49
8.7 MANUFACTURER’S AUTHORIZATION FORM.....	51

SECTION I INVITATION TO TENDER
DATE: 09th MAY, 2019

TENDER REF NO. SSC/T/PSPPL/2018-2019

**TENDER NAME Supply, Delivery, Installation, Testing
and Commissioning Of Pneumatic Seed Pouch Packaging Line**

INTRODUCTION

- 1.1 Simlaw seeds company Limited invites sealed bids from manufactures or duly appointed agents for Supply,Delivery,Installation,Testing and commissioning of Pneumatic Seed Pouch packaging Line**
- 1.2 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and tender name and be deposited in the Tender Box at Simlaw Seeds Company Kijabe Street Reception area or be addressed to

**The General Manager,
Simlaw Seed Company Limited,
P.O. Box 40042 - 00100,
NAIROBI**

So as to be received on or before 24TH May, 2019

- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender. Your tender document must be accompanied with tender security equivalent to 2% of the total tender sum in form of Bank guarantee issued by reputable banks or insurance companies approved by PPOA in the format provided in the tender document valid for 150days from the date of tender opening.
- 1.4 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Simlaw Seeds company limited Boardroom

Senior Procurement officer
For: General Manager

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible tenderers.....	4
2.2 Eligible equipments.....	5
2.3 Cost of tendering.....	5
2.4 Contents of Tender document.....	5
2.5 Clarification of documents.....	6
2.6 Amendment of documents.....	6
2.7 Language of tender.....	7
2.8 Documents comprising the tender.....	7
2.9 Tender forms.....	7
2.10 Tender prices.....	8
2.11 Tender currencies.....	8
2.12 Tenderers eligibility and qualifications.....	8
2.13 Equipment' eligibility and conformity to tender documents.....	9
2.14 Tender security.....	10
2.15 Validity of tenders.....	11
2.16 Format and signing of tenders.....	11
2.17 Sealing and marking of tenders.....	12
2.18 Deadline for submission of tender	13
2.19 Modification and withdrawal of tenders.....	13
2.20 Opening of tenders.....	14
2.21 Clarification of tenders.....	14
2.22 Preliminary examination.....	14
2.23 Conversion to single currency.....	15
2.24 Evaluation and comparison of tenders.....	15
2.25 Contacting the procuring entity.....	17
2.26 Award of contract.....	17
(a) Post qualification.....	17
(b) Award criteria.....	17
(c) Procuring entity's right to vary quantities....	18
(d) Procuring entity's right to accept or reject any or all tenders	18
2.27 Notification of award.....	18
2.28 Signing of contract.....	18
2.29 Performance security.....	19
2.30 Corrupt or fraudulent practices.....	19

SECTION II - INSTRUCTIONS TO TENDERERS

2.0 Introduction

The Project is: Supply, installation, testing and Commissioning of Pneumatic Seed pouch packaging Line

The Scope of Supply shall be defined in: Supply installation and Commissioning of Pneumatic Seed Pouch Packaging Line at Simlaw Seeds Company Limited, Nairobi, Kenya and provision of warranty, training, and back up spares, manuals and tools.

The supply shall include a complete set of special tools for the equipment required for troubleshooting and maintenance including any analytical or programming accessories

The supply shall include back up spare parts as per the list provided in the schedule of requirements

The Supply shall include all necessary manuals and other documentation required to operate and maintain the machine.

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 tender documents

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

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 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 Equipment**

2.2.1 All equipments 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 equipment is produced. Equipments 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 equipment 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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4. **The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda 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 the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. Simlaw seeds 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 company. 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 Simlaw seeds company 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, Simlaw seeds company, 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 Procuring entity, 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 Procuring entity, 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 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 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
- (e) confidential business questionnaire

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 equipment to be supplied, a brief description of the equipment, 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 equipment it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances, installation charges and delivery to the premises of the Simlaw seeds company.
- 2.10.3 Prices quoted by the tenderer 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

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Kenya Shillings.

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 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
- 2.12.3 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 equipment 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 equipment.

- (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 Equipment 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 equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the equipment 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 equipment 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 equipment;
- (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 equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the equipment 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 not exceeding 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, 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 Procuring entity 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 Procuring entity 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 as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

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 procuring entity on the Tender Form;
or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 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 150 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 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 Procuring entity 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 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.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the

**The General Manager,
Simlaw Seed Company Limited,
P.O. Box 40042 - 00100,
NAIROBI**

(b) Bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE 24th May, 2019**”

2.17.3 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”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity 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 Procuring entity at the address specified under paragraph 2.17.2 not later than 24th May, 2019 at 11.00 am.

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

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix

2.19 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 the Procuring Entity 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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on 24th May ,2019 at 11.00 am at

**SIMLAW SEEDS COMPANY LIMITED
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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

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

2.22 Preliminary Examination

2.22.1 The Procuring entity 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 quantify, 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 Procuring entity 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 effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the procuring entity 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 Procuring entity 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 The procuring entity's evaluation of a tender will take in to account, in addition to the tender price and the price of incidental services, the following factors

- a) Delivery and installation schedule offered in the tender;
- b) Deviations in payment schedule from the specifications in the special conditions of contract;
- c) The cost of components, mandatory spare parts and service;
- d) The availability of spare parts and after sale services for the equipment in Kenya;

2.24.4 Pursuant to paragraph 2.24.3 the following evaluation methods will be applied

(a) Delivery schedule

(i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c) Spare parts and after sales service facilities

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity 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 Procuring entity 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 Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 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 Procuring entity 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 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

2.27.4 The Procuring entity 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.

2.27.5 To qualify for contract awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public

(c) **Procuring entity's Right to accept or Reject any or All Tenders**

2.27.5 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

2.28 Notification of Award

2.28.1 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.

2.28.2 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 Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.30 Performance Security

2.30.1 Within Twenty-one (21) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 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 Procuring entity 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 Procuring entity 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 anything 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 Procuring entity, 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 Procuring entity of the benefits of free and open competition;

2.31.2 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.

2.31.3 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	Eligible tenderers: Tender is open to manufacturers/distributors or duly appointed agents of Pneumatic Pouch Seed Packaging Line
2.3.1	Price to be charged for the Tender Documents: Kes 1000/= for those who decide to get the documents from Procurement department and free of charge for who download it from the website: www.simlaw.co.ke Account no. Kenya Commercial Bank Simlaw Seeds Company Ltd, A/C No.1114669210 University Way Branch
2.14.4	Tender security of 2% shall be in form of bank guarantee from a reputable bank or insurance company approved by PPOA
2.15.1	Tenders shall remain valid for 150 days from the deadline date of tender opening

2.17.1	The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
2.18.1	Closing and opening of Tenders 24 th May, 2019 at 11.00 am.
2.18.3	Bulky tenders which will not fit in the tender box shall be received by the procuring entity i.e procurement department then presented on the opening day at the tender box.
2.21	The request for clarification and the response shall be in writing through the General manager Simlaw seeds company P.o box 40042-00100 Nairobi
2.30.1	The amount of performance security, as a percentage of the Contract Price, shall be: ten (10) percent of the Contract Price in the format of an unconditional guarantee in the format provided

SECTION III -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 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 equipment” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means Simlaw Seeds Company limited the buyer of the equipment 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 Procuring entity 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 equipment were mined, grown or produced.

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

3.4 Standards

3.4.1 The equipment 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 candidate shall not, without the Procuring entity’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 Procuring entity 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 Procuring entity'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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 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 Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity'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 Procuring entity 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 equipment 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 equipment shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The equipment 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 Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for equipment 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 procuring entity 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 Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity 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 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 deliver any or all of the equipment 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver and/ or install any or all of the items within the period(s) specified in the contract, the procuring entity 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 equipment. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.4.1	Equipment will be supplied as per the provided technical specifications
3.7.1	Performance security required is 10% of the total tender sum
3.10.1	The delivery of the equipment shall be at the point of installation within Simlaw seeds premise
3.11.1	The equipment under the contract shall be fully insured by the Tenderer against loss or damage incidental to manufacturer or acquisition, transportation and delivery
3.12.1	Payment will be made through Cheque within 30days upon receipt of invoice after Supply,Delivery,Inspection and Acceptance of the Equipment.
3.13.2	Contract price variation shall not be allowed within the first twelve months
3.18.1	Resolutions of disputes will be handled as per the arbitration Laws of Kenya

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

Evaluation and comparison of Tenders

A.Preliminary evaluation (Mandatory)

s/no	Requirements	Responsive or non responsive
1	Duly completed and signed manufacturers authorization form in the format provided	
2	Tender security in form of Bank guarantee /insurance company guarantee issued by an insurance firm approved by PPOA in the format provided	
3	<p>Bid document MUST be in original and copy for both Technical and Financial. Both should be in separate sealed envelopes. Bid documents not separated will be rejected.</p> <p>Technical to be marked “Envelope A” to contain all documentation pertaining to this tender except Financial.</p> <p>Financial to be marked “Envelope B” to contain <i>ONLY the following information(from i to iv)</i></p> <ul style="list-style-type: none"> i. Form of Tender. ii. Schedule of Prices, with separate details indicating a breakdown of the cost of the equipment, cost of ancillary, cost of spares to be used during 12months warranty period, cost of recommended strategic spare parts and the cost training all of which shall comprise the Form of Tender Price. iii. Cost of spare-parts to be used for one year’s preventive maintenance after warranty period. iv. Priced list of special tools 	

	<p>v. Cost of deviations from specifications</p> <p>vi. Details and cost of spare parts which in the manufacturer's opinion will be used for three year's preventive maintenance consumption i.e. upto 6000 hours service spares after the 12 months Defect Liability period.</p> <p>vii. Cost of back up parts as listed in the schedule of requirements.</p>	
4	Confidential business questionnaire in the format provided	
5	Particulars of tendering company including but not limited to the company background, statutory registration documents as Certificate of Incorporation, Pin Certificate, Valid Tax Compliance certificate and current Trade License	
6	Must submit a duly filled form of tender, signed and stamped.	
7	A complete set of audited accounts for the last 2 years to demonstrate financial ability to undertake a task of this magnitude	
8	Recommend a list of preventive maintenance spares to be supplied with the Equipment during the one year warranty	
9	Duration of warranty (Defects liability) period clearly stated as 12 months and the manufacturer's detailed Defects liability Period support plan. This must cover warranty obligations of manufactures and customer and clearly set conditions under which warranty claim is valid or void	

At this stage the tenderer's submission will either be responsive or non responsive. The non responsive submissions in any of the above

mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.

Technical Evaluation

Step 1. Technical mandatory requirements

Bidders will be evaluated as per the brochures submitted
The bidders **MUST** meet and satisfy **ALL** the requirements for step1 for them to proceed to Step 2 of the Technical Evaluation

***M*=MANDATORY**

Tender specifications	Compliance status with respect to tender specifications	Remarks
1. Dimensions <ul style="list-style-type: none"> • Machine size L*W*H=4000mm*1500mm*2400mm (maximum occupancy)(M) 		
<ul style="list-style-type: none"> • Pouch capacity/Parameters Pack sizes 5gms to 500gms(M) • Pouch size Length 50mm to 180mm;(M) width 100mm to 200mm(M) • Pouch material: Laminated pouch and aluminum foil(M) 		
2. Weighing machine <ul style="list-style-type: none"> • Weighing heads: 4 head weigher (M) • Fully automatic functionalities(M) • Weighing range: 5gms to 500gms(M) • Hopper capacity: minimum 25kgs(M) • Weighing accuracy: +/- 0.2gms(M) • Power: 220V 50HZ • Touch screen operation (M) 		
3. Filling and sealing machine with fully pneumatic operation		

<ul style="list-style-type: none"> • Magazine:2units with a minimum capacity of 450mm*200mm (M) • Automated functionalities(Pouch opening,filling,sealing and output)(M) • Packaging speed:atleast produce 80pouches per minute(M) • Air consumption 0.65m/min;0.65MPA • Complete with output conveyance for finished products(M) • Machine material: Stainless steel(M) 		
<p>4.Label applicator machine</p> <ul style="list-style-type: none"> • Dimensions: Length 6mm to 250mm;width 6mm to160mm • Core outer roll diameter:250mm • Inner roll diameter:76mm • Labeling speed: minimum 60pcs per minute(M) • Label Accuracy:+-0.5mm • Power :220v 50HZ • Conveyance: with complete horizontal conveyance system(M) • Material: Stainless steel 		
<p>5.Lot printer machine</p> <ul style="list-style-type: none"> • Inkjet printer(M) • Atleast 3to 5 line printer(M) • Printing speed:atleast 29metres per minute(M) • Data storage: over 100 complex messages(M) • Keypad: English Language (M) • Power :220v50HZ 		
<p>6.Conveyer Belt</p> <ul style="list-style-type: none"> • Bucket volume minimum of 1.5kgs • Voltage 380v 50hz • Automatic elevation operation with all sensors to avoid spillage(M) • Mounted with variable speed 		

<p>motors.(M)</p> <ul style="list-style-type: none"> • Zero mechanical damage on seed during conveyance. 		
<p>7. Technical manuals</p> <ul style="list-style-type: none"> • Installation manual with diagrams • Service manual with diagram. • User manual in hard copy.(M) • System brochures, product specifications and application to be supplied. 		
<p>8. Warranty</p> <ul style="list-style-type: none"> • At least 1 years warranty. All parts and all labour costs to be included during the warranty period.(M) • Comprehensive service contract to be given for at least 2 years including labour and spare parts. • Service support to be detailed • Spare parts availability to be detailed. 		
<p>9. Training for operations and basic maintenance</p> <ul style="list-style-type: none"> • At least 3 people to be trained within the procuring entity's premise for at least one month.(M) 		
<p>10. After sales service</p> <ul style="list-style-type: none"> • After sales service centre should be available in Nairobi with manufacture/appointed agents trained and certified service engineers. • Availability of essential spare parts to be available locally to reduce down time. 		
<p>11. Any other accessories necessary for the equipment(specify)</p>		

***M*=MANDATORY**

Other terms and conditions

- Supplier shall provide original brochure
- Supplier shall provide both operator and service manual in English
- Warranty period of 1 year
- 2years post warranty service contract to be quoted separately
- The vendor is to provide spare parts and labour for atleast 2years after warranty period.
- The warranty shall start after acceptance, testing and commissioning of the equipment
- Maintenance of the equipment after the warranty period will be negotiable.

At this stage the tenderer's submission will either be responsive or non responsive. The non responsive submissions in any of the above mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.

Step 2. Technical scoring

S/n o	Evaluation criteria	Max score	Score awarded
1.	Experience and technical capability <ul style="list-style-type: none"> ➤ Team leader must have a degree in Engineering(Mechanical or Electrical) and a practicing license from National Construction Authority(NCA) ➤ Atleast one of the Technical staff must have atleast a Diploma in either Mechanical or Electrical Engineering ➤ Contractor must have a valid practicing license with National Construction Authority(NCA) 	48Marks	
2.	Detailed of methodology and work plan for performing the assignment	22marks	
3.	Atleast (3)three signed recommendation letters	30marks	

Bidders who score 70 out of the maximum 100 marks will proceed to the Financial evaluation. Those who score below 70 out of maximum 100 marks will be eliminated at this stage from the entire evaluation process and will not be considered further and their financial bids shall be returned unopened.

Step.3 Financial Evaluation

Award Criteria

The formula for determining the financial score is as follows:

$$SF=FM/F*100$$

Where; SF- Financial Score

FM - Lowest Bid

F- Financial bid under consideration

The weight given to the technical evaluation is 80% and for financial evaluation is 20%.

The lowest financial bid will be given maximum financial score.

The tender will be awarded to the bidder with the highest Technical and Financial marks combined

Due diligence shall be conducted prior to the award of the tender to confirm and verify the qualifications of the bidder who will be recommended to be awarded the contract

SECTION VI -SCHEDULE OF REQUIREMENTS AND PRICE

Number Description Quantity Delivery schedule (shipment)
 Weeks/months from the date of contract signature ^{In}₁

No	Description	Country Of Origin	Unit	Qty	Rate Kshs	Amount Kshs	Delivery schedule
1	Supply install, test and commission a new Pneumatic Seed Pouch Packaging Line as per Technical specifications,Assessories,conditions and terms of tender		Lot	Lot			
2	Training of 2 technicians and 1 engineer for atleast 1month after installation		Lot	Lot			
3	Equipment support- Preventive maintenance parts during warranty period		Lot	Lot			
4	Any other costs associated with the machine						
5	Less discounts given				Kshs		
6	Total cost of project as per the specifications inclusive of all taxes applicable				Kshs		

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer _____

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. **Form of Tender** - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
3. **Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. **Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. **Performance Security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. **Bank Guarantee for Advance Payment Form** -When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. **Manufacturers Authorization Form** - When required by the Tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the equipment where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____

Tender No.

SSC/T/APPM/2018-2019

**To: GENERAL MANAGER
SIMLAW SEEDS COMPANY LIMITED
P.O BOX 40042-00100
NAIROBI**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission an Automatic Pouch Packaging Machine in conformity with the said tender documents for the sum of (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by Simlaw Seeds Company Limited

4. We agree to abide by this Tender for a period of 150 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

6. We understand that Simlaw Seed Company is not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full</p> <p>Age</p> <p>Nationality Country of origin </p> <ul style="list-style-type: none"> • Citizenship details •
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p>

	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Name</td> <td style="width: 50%; text-align: center;">Nationality</td> </tr> <tr> <td style="text-align: center;">Citizenship Details</td> <td style="text-align: center;">Shares</td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </table>	Name	Nationality	Citizenship Details	Shares	1.		2.		3.		4.			
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 <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Name</td> <td style="width: 50%; text-align: center;">Nationality</td> </tr> <tr> <td style="text-align: center;">Citizenship Details</td> <td style="text-align: center;">Shares</td> </tr> <tr> <td>1.....</td> <td></td> </tr> <tr> <td>2.....</td> <td></td> </tr> <tr> <td>3.....</td> <td></td> </tr> <tr> <td>4.....</td> <td></td> </tr> <tr> <td>5.....</td> <td></td> </tr> </table>	Name	Nationality	Citizenship Details	Shares	1.....		2.....		3.....		4.....		5.....	
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.

8.3 TENDER SECURITY FORM,

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated
..... [*date of submission of tender*] for the supply, installation
and commissioning 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 Procuring entity*] (Hereinafter called “the
Procuring entity”) in the sum of for which
payment well and truly to be made to the said Procuring entity, the
Bank binds itself, its successors, and assigns by these presents.
Sealed with the Common Seal of the said Bank this _____
day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or**
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:**
 - (a) fails or refuses to execute the Contract Form, if required; or**
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;**

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

This 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)

8.4 CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for certain Equipment and
has accepted a tender by the tenderer for the supply of those equipment in
the sum of [*contract price in words and figures*]
(hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To SIMLAW SEEDS COMPANY LIMITED
P.O BOX 40042-00100
NAIROBI.

.....
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*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

**To SIMLAW SEEDS COMPANY LIMITED
P.O BOX 40042-00100
NAIROBI.**

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of tenderer]*(hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid 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]

8.7 MANUFACTURER'S AUTHORIZATION FORM

**To SIMLAW SEEDS COMPANY LIMITED
P.O BOX 40042-00100
NAIROBI**

WHEREAS[*name of the manufacturer*] who are established and reputable manufacturers of [*name and/or description of the Equipment*] 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 equipments 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.

8.8 LETTER OF NOTIFICATION OF AWARD

SIMLAW SEEDS COMPANY LIMITED
P.O BOX 40042-00100
NAIROBI

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING
OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

-

- 1.
- 2.

etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review

Board on day of20.....

SIGNED

Board Secretary