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TENDER DOCUMENT

TENDER FOR
BRANDING AND SIGNAGE FOR SIMLAW SEEDS
BUILDING

TENDER NO. SSC/RT/BSSSB/1/ 2019/2020

TENDER CLOSING & OPENING DATE: 9th AUGUST, 2019

SIMLAW SEED COMPANY LIMITED
P.O, BOX 40042 - 00100
NAIROBI
TEL. 020 2215066, 0722 200 545
www.simlaw.co.ke

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SECTION. 1

INVITATION TO TENDER

26TH JULY,2019

TENDER NAME: - **TENDER FOR BRANDING AND SIGNAGE FOR
SIMLAW SEEDS BUILDING**

TENDER REFERENCE: TENDER REF: SSC/RT/BSSSB/1/2019/2020

- 1.1. Simlaw Seeds Company invites eligible manufacturers to submit sealed Tenders for the provision Branding and signage services for Simlaw Seeds Building as indicated in Section V of the tender document (*schedule of requirement*).
- 1.2. Completed tender documents are to be enclosed in plain sealed envelope clearly marked TENDER FOR BRANDING AND SIGNAGE FOR SIMLAW SEEDS BUILDING, TENDER REF. SSC/RT/BSSSB/1/2019/2020, addressed to:

**The General Manager,
Simlaw Seed Company Limited,
P.O. Box 40042 - 00100,
NAIROBI
Attn: Senior Procurement Officer**

and be deposited in the TENDER BOX available at the Simlaw SeedS Offices, Reception area, Simlaw House, Kijabe Street, NAIROBI So as to be received on or before **9th August 2019 at 11.00am**

- 1.3. Tenders will be opened immediately thereafter in the presence of tenderers representatives who choose to attend on the same date and time at Simlaw Seed Company Ltd Boardroom.
- 1.4. Prices quoted must be net inclusive of all taxes, packaging and transport cost, expressed in Kenya Shillings and shall remain valid for a period of 90 days from the date of tender closing. Your tender document must be accompanied with Tender security equivalent to 2% of the total tender sum in the form of Bank quarantine issued by reputable banks or Insurance Companies approved by the Public Procurement Regulatory Authority (PPRA) valid for 120 days from the tender opening date.

Senior Procurement Officer
For: General Manager.

SECTION II

INSTRUCTIONS TO TENDERERS

2.1.ELIGIBLE TENDERERS

- 2.1.1 This invitation to tender is Restricted to prequalified eligible branding and signage service providers as described in the appendix to instruction to tenderers.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2.COST OF TENDERING

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of the tender, and the Simlaw Seed Company will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.CONTENTENTS

- 2.3.1 The tender document comprises the documents listed below and addenda that may be issued in accordance with clause 2.5 of these instructions to tenders.

- i. Invitation for tenders.
- ii. General information.
- iii. General condition of contract.
- iv. Tender form and schedule of requirement
- v. Tender security form (Bid security)
- vi. Contract Form
- vii. Confidential business questionnaire

- 2.3.2 The tenderer is expected to examine all instructions, forms, terms, conditions 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 tenderer's risk and may result in the rejection of his tender.**

2.4.CLARIFICATION OF DOCUMENTS.

- 2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the company in writing or by cable (hereinafter, the term 'cable' is deemed to include, e-mail, or facsimile) at the company's address indicated in the invitation for tenders. Simlaw Seed will respond in writing to any request for clarification of the tender documents, which it receives no later than Seven (7) days prior to deadline for the submission of tenders prescribed by the company. Written copies of the company's 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.AMENDMENT OF DOCUMENTS

- 2.5.1 At any time prior to the deadline for submission of tenders, Simlaw Seeds for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by amendment.
- 2.5.2 All prospective tenderers that have received the tender document will be notified of the amendment in writing or by email and will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the company at its discretion may extend the deadline for the submission of tenders.

2.6.LANGUAGE OF TENDER

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the company, 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.

2.7.DOCUMENTS COMPRISING THE TENDER

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- a) A tender form and price schedule completed in accordance with clause 2.8 of these instructions to tenderers.
 - b) Documentary evidence established in accordance with paragraph 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
 - c) Tender security furnished in accordance with paragraph 2.13.

2.8.TENDER FORM

- 2.8.1 The tenderer shall complete the Tender Form and the appropriate price schedule furnished in the tender documents, indicating the services/goods to be provided/supplied.

2.9.TENDER VALUE

- 2.9.1 The tenderer shall indicate on the appropriate price schedule the unit cost and total tender value of the services to be provided under the contract.
- 2.9.2 Prices indicated on the price schedule shall be entered separately as indicated in the schedule of requirement and must include:-
- i. The price of the goods quoted ex-factory, ex-warehouse, or off the shelf as applicable including all customs duties and sales and other taxes already paid or payable.
 - ii. Charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.
- 2.9.3 Prices quoted by the tenderer shall be fixed during the Tender period 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 2.21.

2.10. TENDER CURRENCIES

- 2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. TENDERER'S ELIGIBILITY AND QUALIFICATIONS

- 2.11.1 Pursuant to paragraph 1 of section 3, the tenderer shall furnish, as part of his tender, documents establishing eligibility to tender and his qualifications to perform the contract if his tender is accepted.
- 2.11.2 The documentary evidence of the tenderers eligibility to tender shall establish to the company's satisfaction that the tenderer at the time of submission of his tender, he is eligible as per requirements stated under paragraph 1 of section 2.

2.12. TENDER SECURITY

- 2.12.1 The tenderer shall furnish, as part of his tender security for the amount specified in the invitation to tender.
- 2.12.2 The tender security is required to protect the company against the risk of tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.13.7.
- 2.12.3 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 **insurance Bond** issued by an insurance company approved by the Public Procurement Regulatory Authority

(PPRA) in the form provided in the tender documents or another form acceptable to the company and valid for thirty (30) days beyond the validity of the tender.

- 2.13.4 Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 will be rejected by the company as non-responsive, pursuant to paragraph 21.
- 2.12.5 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 company.
- 2.12.6 The successful tenderer's security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28 and furnishing the performance security, pursuant to paragraph 2.29.
- 2.12.7 The tender security may be forfeited:
 - a) If a tenderer withdraws his tender during the period of tender validity specified by the company 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 2.28 or
 - ii. To furnish performance security in accordance with paragraph 2.29.

2.13. VALIDITY OF TENDERS

- 2.13.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the company pursuant to paragraph 2.17. A tender valid for a shorter period shall be rejected by the company as non-responsive.
- 2.13.2 In exceptional circumstances, the company 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 13 shall also be suitably extended. A tenderer may refuse the request without forfeiting his tender security. A tender granting the request will be required nor permitted to modify his tender.

2.14. FORMAT AND SIGNING OF TENDER

- 2.14.1 The Tenderer shall prepare two copies of tender, clearly marking each **"ORIGINAL TENDER" and "COPY OF TENDER" AS APPROPRIATE.** In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tender to the contract. **The authorization shall be indicated by written power-of-attorney accompanying the tender.** All pages of the tender, except

for un-amended printed literature, shall be initialed by the person or persons signing the tender and serialized.

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

2.15. SUBMISSION OF TENDERS

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY” The envelopes shall then be sealed in **an outer envelope**.

2.15.2 The inner and outer envelopes shall:-

Be addressed to the company at the following address.

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

And clearly marked **PROVISION OF BRANDING AND SIGNAGE FOR SIMLAW SEEDS BUILDING, TENDER REF. SSC/RT/BSSSB/1/2019/2020,, “DO NOT OPEN BEFORE, 9th August 2019 AT 11.00 A.M.**

2.15.3 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”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.16.2 the company will assume no responsibility for the tender’s misplacement or premature opening.

2.16. DEADLINE FOR SUBMISSION OF TENDERS

2.16.1 Tenders must be received by the company at the address specified under paragraph 2.16.2 not later than **9th August 2019 at 11.00 a.m.** (the time and date specified).

2.16.2 The company may at its discretion, extend this deadline for the submission of tenders by amending as per paragraph 2.5, in which case all rights and obligations of the company and candidates previously subject to the deadline will thereafter be subject to the deadline as extended

2.17. MODIFICATION AND WITHDRAWAL OF TENDERS

2.17.1 The tenderer may modify or withdraw the tender after the tender submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the company prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision of paragraph 2.17.

A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the tender form. Withdrawal of a tender during this interval may result in the tenderers forfeiture of its tender security, pursuant to paragraph 2.13.7.

2.18. OPENING OF TENDERS

2.18.1 The company will open all tenders in the presence of tenderers representatives who choose to attend at **11.00 a.m. on 9th August 2019**(the time, on the date) and in the following location: -

Simlaw Seeds Company Limited
Boardroom
P.O. Box 40042,
NAIROBI.

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

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

2.20. CLARIFICATION OF TENDERS

2.20.1 To assist in the examination, evaluation and comparison of tenders, the company may, at its discretion, ask the tenderer for clarification of its tender. The request for clarification and the purpose shall be in writing and no change in the prices or substance of the tender shall be sought, offered or permitted.

2.20.2 Any effort by the tenderer to influence the company in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.21. PRELIMINARY EXAMINATION AND RESPONSIVENESS

2.21.1 The company 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.

- 2.21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the candidate does not accept the correction of the errors, his tender will be rejected and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.21.3 The company may waive minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking or any tenderer.
- 2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the company 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 company's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.21.5 If a tender is not substantially responsive, **it will be rejected by the company and may not subsequently be made responsive by the tenderer by correction of the non-conformity.**

2.22. EVALUATION AND COMPARISON OF TENDERS

- 2.22.1 The company will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21.
- 2.22.2 The company's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors in the manner and to the extent indicated in the requirement schedule:
- a) Deviations in payment schedule from that specified in the special conditions of contract
 - b) Quality of the pouches as per the submitted samples
- 2.22.3 Pursuant to the paragraph 2.22.2 the following evaluation methods will be applied:
- (a) **Operational plan/ Schedule**

The company requires that the services specified under the invitation for tenders shall be performed at the time specified in the special conditions no.5 . Tenderers offering to perform longer than the Company required delivery time will be treated as no-responsive and rejected.

(b) **Deviation in payment schedule**

Tenderers shall state their price and the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price.

2.23. CONTACTING THE COMPANY

2.23.1 Subject to paragraph 2.20, no tenderer shall contact the company on any matter relating to his tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the company in its decision on the tender evaluation, tender comparison, or contract award may result in the rejection of the tenderers' tender.

2.24. POST-QUALIFICATION

2.24.1 In the absence of pre-qualification, the company will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11 as well as such other information as the company deems necessary and appropriate.

2.24.3 An affirmative determination will be a pre-requisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderers' tender in which event the company will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

2.25. AWARD CRITERIA

2.25.1 Subject to paragraph 2.9, 2.22, and 2.27 the company 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.**

2.26. COMPANY'S RIGHT TO VARY TENDER REQUIREMENT OR REJECT ANY TENDER.

2.26.1 The company 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 company's action.

2.26.2 The company reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

2.27. NOTIFICATION OF AWARD

2.27.1 Prior to the expiry of the period of tender validity, the company will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will constitute the formation of the contract.

2.27.3 Upon the successful tenderers furnishing of the performance security pursuant to paragraph 2.29, the company will promptly notify each unsuccessful tenderer and will discharge his tender security, pursuant to paragraph 2.13.

2.28. SIGNING OF CONTRACT

2.28.1 At the same time as the company notifies the successful tenderer that his tender has been accepted, the company will send the tenderer the contract form provided in the tender documents, incorporating all agreement between the parties.

2.28.2 After fourteen (14) days of receipt of the award notification, the successful tenderer shall sign and date the contract and return it to the company.

2.29. PERFORMANCE SECURITY

2.29.1 Within seven (7) days of the receipt of notification of award from the company, 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 company.

29.1 Failure of the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the company may make the award to the next lowest evaluated candidate or call for new tenders.

2.30. CORRUPT FRAUDULENT PRACTICES

2.30.1 The company requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the company.

a) Defines the purpose of this provision, the terms set forth below as follows:

- i. **“Corrupt Practice”** means the offering giving, receiving or soliciting of anything of value to influence the action of a company 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 company 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 company of the benefits of free and open competition.
- b) 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.
 - c) Will declare a firm ineligible, either indefinitely or for a stated period of time to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- 2.30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Appendix to instructions to Tenderers

The following information shall complement/ supplement the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions 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	Particulars of appendix to instructions to tenderers
2.1.1	Eligible tenderers: Pre-qualified suppliers with Simlaw Seeds under branding and signage category
2.2.1	Price to be charged for the Tender Documents: N/A
2.11.1	Particulars of eligibility and qualification documents – Evidence required: Copies of <ol style="list-style-type: none"> i. Certificate of Incorporation ii. VAT & PIN certificate iii. Valid Tax Compliance certificate
2.13.1	Particulars of Tender Security : 2% of the total tender Sum
2.13.3	Form of Tender security: Tender security shall be in the form of Guarantee from a reputable bank or Insurance Company approved by The Public Procurement Regulatory Authority (PPRA)
2.14.1	Tender Validity: Tenders shall remain valid for 90 days from the date of tender Opening.
2.15.2	No. of copies of Tender Documents to be submitted:- An original and one copy
2.16.2	Bulky tender documents which do not fit the Tender Box shall be delivered to the SeniorProcurement Officer’s Office.
2.21	Tenderers are required to submit the following Mandatory Documents or information which shall be used to determine Responsiveness at the Preliminary examination stage. <ol style="list-style-type: none"> i. Original Tender Security equivalent to 2% of the Total Tender Sum valid for additional 30 days after the expiry of the Tender Validity Period and Issued by a reputable bank or Insurance Company approved by the Public Procurement Regulatory Authority (PPRA) ii. Tender Form duly completed Signed and Stamped by the Tenderer in the format provided. iii. Signed Reference letters from at least 3institutions that you have done branding iv. 90 days Tender validity period <p><i>At this stage, the Tenderer’s submission shall either be Responsive or Non-responsive. The Non-Responsive Submissions will be eliminated from the entire evaluation Process and will not be considered further.</i></p>

<p>2.22</p>	<p>EVALUATION AND COMPARISON OF TENDERS</p> <p>The following evaluation criteria shall be applied:-</p> <p>PHASE 1 PRELIMINARY EXAMINATION/MANDATORY</p> <p>All the received tenders shall be examined for completeness and compliance to the stated tender requirement. At this stage, the tenderer’s submission shall either be responsive or non-responsive. The non-responsive submissions will not be considered further.</p> <p>PHASE 2 BIDDER/VENDOR REQUIREMENTS</p> <p>PHASE 3: FINANCIAL EVALUATION</p> <p>The price comparison shall take into account the following:-</p> <ol style="list-style-type: none"> 1) The Unit price per piece, the total quantity cost inclusive of all taxes, duties,labour,installation,artwork design costs, transport and delivery cost etc 2) Prices quoted by the tenderer shall be fixed during the tenderer’s performance of the contract and not subject any variations. A tender submitted with an adjustable price quotation shall be treated as non-responsive and will be rejected pursuant to paragraph 2.21
<p>2.25</p>	<p>Award criteria:</p> <p>Recommendation of the Lowest Evaluated Bidder</p> <p>The Company shall 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 a tenderer is determined to be qualified to perform the contract satisfactorily</p>

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 company 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 Company”** means Simlaw Seeds Company Limited, the buyer of the goods under this contract.
- d) **“The Tenderer”** means the individual or firm supplying the goods under the contract to the company.

3.2 APPLICATION

3.2.1 These general conditions shall apply in all contracts made by the company for the procurement of Branding and signage.

3.3 USE OF CONTRACT DOCUMENTS AND INFORMATION

3.3.1 The tenderer shall not, without the company’s prior written consent, disclose the contract or provision thereof, or any specifications plan, drawing pattern, sample or information furnished by or on behalf of the company in connection therein to any person other than a person employed by the tenderer in the performance of the contract.

3.3.2 The tenderer shall not without the company’s prior written consent, make use of any document or information enumerated in paragraph 3.3.1 above.

3.3.3 Any document other than the contract itself, enumerated in paragraph 3.3.1 shall remain the property of the company on completion of the tenderer’s performance under the contract if so required by the company.

3.4 PERFORMANCE SECURITY

- 3.4.1 Within seven (7) days of receipt of the notification of contract award, the successful tenderer shall furnish to the company the performance security in the amount specified in special conditions of contract.
- 3.4.2 The proceeds of the performance security shall be payable to the company as compensation for any loss resulting from the tenderers failure to complete its obligations under the contract.
- 3.4.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the company 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 company, in the form provided in the tender documents.
- 3.4.4 The performance security will be discharged by the company and returned to the candidate not later than thirty (30) days following the date of completion on the tenderers performance obligations under the contract, including any warranty obligation, under the contract.

3.5 PAYMENT

- 3.5.1 The method and conditions of payment to be made to the tenderer under this contract shall be specified in special conditions of contract.
- 3.5.2 Payments shall be made promptly by the company as specified in the contract.

3.6 PRICES

- 3.6.1 Prices charged by the tenderer for 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 his tender.

3.7 ASSIGNMENT

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

3.8 SUB-CONTRACTS

- 3.8.1 The tenderer shall notify the company in writing of all sub-contracts 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.

3.9 TERMINATION FOR DEFAULT

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

3.9.2 In the event, the company 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 company for any excess costs for such similar services.

3.10 LIQUIDATED DAMAGES

3.10.1 If the tenderer fails to deliver any or all of the services within the period (s) specified in the contract, the company 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 goods up to a maximum deduction of 10% of the delayed services. After this the tenderer may consider termination of the contract.

3.11 RESOLUTION OF DISPUTES

3.11.1 The company and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

3.11.2 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.

3.12 LANGUAGE AND LAW

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

3.13 FORCE MAJEURE

3.13.1 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

General Conditions of Contract Reference	Special Conditions of Contract
3.4.1	performance security applicable– 10% of the total tender value/Sum
3.5.1	Method of payment- Payment shall be made upon submission of invoices and confirmation that the invoiced materials/Services have been supplied as per specification.
3.11.2	Resolution of disputes – Disputes to be settled as per the arbitration Laws of Kenya
3.12	Applicable Law- Laws of Kenya
	Address of both parties;- Client:- Simlaw Seeds Company Ltd P.O.Box 40042, NAIROBI
Others as necessary	Complete as necessary

SPECIAL CONDITIONS OF CONTRACT

The Contractor undertakes to abide by the following special conditions: -

1. To brand the various areas of simlaw seeds building as per specifications.
2. To obtain approval of artworks/ samples prior to commencement of manufacture/production.
3. Not to sub-contract any part of the contract to any third party without approval and consent of Simlaw Seeds Company Limited.
4. Payment Terms - Simlaw Seeds Company Limited undertakes to pay 30 days after receipt of invoices and acceptance confirming that the invoiced materials/services have been delivered/performed as specified.
5. **The project should take a maximum of Thirty (30) Days from the date of contract signing.**

OUTDOOR BRANDING

SECTION V - SCHEDULE OF REQUIREMENTS

Name of Tender: Branding and signage of simlaw seeds building

Tender Number: SSC/RT/BSSSB/1/2019/2020

NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY REQUIRED	UNIT PRICE QUOTED	TOTAL QTY PRICE INCLUSIVE OF VAT	NO. OF DAYS TO DELIVER	REMARKS
1.	3D LED Perspex letters on alucobond panel to write Simlaw Seeds with slogan 'Superior &Reliable' below it. Sign panel size:1000cmw*120cmh	PCS	2				
2	3D LED Perspex letters on alucobond panel to write Simlaw seeds with slogan "Superior&Reliable" below it. Sign Panel size:430cmw*120cmh	Pcs	1				
3	New Under canopy signs Double sided light box size:160cmw*60cmh with 3D letters	PCS	2				
3 a	Option: New Under canopy signs Double sided and mount full colour graphics using alluminium click tensioning system size:160cmw*60cmh	PCS	2				

4	Crop Backlit light boxes facing Globe Cinema Roundabout size:4.8MW*2.4MH Fabricate and mount full colour graphics using aluminum click tensioning system.	pcs	4				
5	Simlaw mesh billboardabove shop entrance size:7.9mw*5.7mh Fabricate and mount new frames and mesh print complete with flood lights. The frame to be fitted on the wall 6 inches clear of the windows to allow windows opening.	pcs	1				
6	Simlaw House 3D letters facing Globe cinema roundabout. Fabricate and mount new 3D metallic backlit. LED letters height each:115cmh	pcs	1				
7	Simlaw House 3D letters facing Longonot Place Fabricate and mount new 3D metallic backlit LED letters each with a 45CMH	PCS	1				
8	TOTAL COST OF LABOUR						
				GRAND TOTAL KES			
	Note: all 3D letters and light boxes to have photocell sensors for automatic lighting						

INDOOR BRANDING

SCHEDULE OF REQUIRMENTS

Name of Tender: Branding and signage of simlaw seeds building Tender Number: SSC/RT/BSSSB/1/2019/2020

NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY REQUIRED	UNIT PRICE QUOTED	TOTAL QTY PRICE INCLUSIVE OF VAT	NO. OF DAYS TO DELIVER	REMARKS
1.	Simlaw Seeds 3D letters Fabricate and mount new 3D Perspex back lit LED letters to be mounted on a green painted wooden panel with the tag line"Superior & Reliable" in black 3D Perspex non lit letters. Wall size:320cmw*160cmh	PCS	1				
2	Graphics panel Mounted in GM'S secretary office.Custom panel with wooden frame size 100cmw*180cmh	Pcs	1				
3	Graphics panel mounted in Boardroom to capture mission and vision.Custom panel with wooden frame size 80cmw*120cmh	PCS	1				
4	Graphics panel mounted in Gm's office to capture mission and	pcs	1				

	vision.Custom panel with wooden frame size 60cmw* 100cmh						
5	Graphics panel mounted on Boardroom overlooking staircase. Custom panel with wooden frame size 190cmw*250cmh	pcs	1				
6	Wall sticker at the finance office entry.Mount sticker directly onto the wall Size of wall:114cmw*167cmh	pcs	1				
7	Sign panel size 105cm w * 290cm h with full colour pvc banner tensioned on a metal frame using aluminum click tensioning system. Sign to impact visitors descending the stairs from the reception.	pcs	1				
	TOTAL COST OF LABOUR						
	GRAND TOTAL KES						
	Note: all 3D letters and light boxes to have photocell sensors for automatic lighting						

Others terms and conditions

Maintenance

- Bidders are required to quote for the cost of annual maintenance services once a year on a need basis. The maintenance contract shall be executed on a need basis.

Quality guarantee

- All branding should carry 2years guarantee against fading and discoloration
- General workmanship-the contractor will ensure that the workmanship will be of the highest quality, fabrication, branding and installation to ensure that high quality branding is produced.

Tenderer's Signature..... Date

Official Stamp

SECTION VI - STANDARD FORMS

Notes on the Standard forms

- 5.1 **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 authorized representatives of the tenderer
- 5.2 **Price Schedule Form-** The price schedule form must be similarly completed and submitted with the tender document.
- 5.3 **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.
- 5.4 **Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents
- 5.5 **Tender Security Form** – When required by the tender document, the tenderer shall provide the tender security in the form included hereinafter.
- 5.6 **Performance Security Form** – The performance security form should not be completed by the tenderer at the time of the tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein.
- 5.7 **Evaluation Response Form** – This form should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
- 5.8 **Tenderer's Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.

FORM OF TENDER

Date: 26th JULY,2019

Tender No. SSC/RT/BSSSB/1/2019/2020

To:

Simlaw Seeds Company Ltd;
P.O. Box 40042,
NAIROBI.

Gentlemen and/or Ladies: -

- 1. Having examined the tender documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver

.....

(description of service)

in conformity with the said tender documents for the sum of

(total tender amount in words and figures inclusive of all taxes and transport)

or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this tender.

- 2. We undertake, if our Tender is accepted to deliver the Services in accordance with the delivery schedule specified in the schedule of requirements.
- 3. We agree to abide by this Tender for a period of **(90) Ninety days** from the date fixed for tender opening and the instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4. Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of awards shall constitute a binding contract between us.
- 5. We understand that Simlaw Seeds Company is not bound to accept the lowest or any tender you may receive.

Dated this day of 2019.

(Signature)

(in the capacity of)

Duly authorized to sign tender for and on behalf of _____



SIMLAW SEED COMPANY LIMITED

CONTRACT AGREEMENT

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between **SIMLAW SEED COMPANY of P.O.BOX 40042 NAIROBI** (hereinafter called “the Procuring entity) of the one part and of **P.O.BOX** (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for Branded Tins and has accepted a tender by the tenderer for the supply of those goods in the sum of **Kes.....** (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 General Conditions of Contract
 - (d) The Special Conditions of contract; and
 - (e) The Company Notification of Award AND Acceptance
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the 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.

Name Signed
(General Manager - SSC)

in the presence of

Name Signed
(Company Secretary - KSC)

Name Signed
(Supplier)

in the presence of

Name Signed
(Witness)

TENDER SECURITY FORM FORMAT

(To be completed and authorized by a reputable Commercial bank and not an Insurance Firm)

Whereas(hereinafter called “the Tenderer”)

(Name of the tenderer)

has submitted its tender dated.....for the provision of

(date of submission)

.....hereinafter

(Name and/or description of the services)

called “the tender”.....
.....

KNOW ALL PEOPLE by these present that we
.....

Ofhaving our registered office at

.....(hereinafter called “the Bank”) are bound

into Simlaw Seeds Company (hereinafter called “The Procuring Company”) in the

sum of For which payment well and truly

to be made to Simlaw Seeds Company Limited, the Bank bind itself, its

successors and assigns by these presents. Sealed with the common seal of the

said Bank thisday of20.....

THE CONDITIONS of these obligations 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 Simlaw Seeds Company Ltd 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 Simlaw Seeds Company up to the above amount upon receipt of the company's first written demand, without it having to substantiate its demand, provided that in its demand the company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditioned, specifying the occurred conditioned or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature and Stamp of the Bank)

EVALUATION RESPONSE FORM

PRELIMINARY CHECKLIST/MANDATORY REQUIREMENTS

Tenderers are advised that at this stage, the tenderer's submission shall be either responsive or non-responsive. The non-responsive submissions shall be eliminated from the entire evaluation process and shall not be considered further.

No.	Parameters/Requirements	Submitted/Not submitted
1	Original Tender Security equivalent to 2% of the Total Tender Sum valid for additional 30 days after the expiry of the Tender Validity Period and Issued by a reputable bank or Insurance Company approved by the Public Procurement Regulatory Authority (PPRA)	
2	Tender Form duly completed Signed and Stamped by the Tenderer in the format provided.	
3	Duly completed and signed Confidential Business Questionnaire in the format provided.	
4	Evidence/samples of similar work to be carried out.	
5	Valid Tax Compliance certificate	
6	Company profile, Copy of registration of business/certificate of incorporation, Business permit	
7	Pre- Bid Site visit scheduled for 1 st August, 2019 at 10.00 am at our company's Boardroom. To sign attendance Register.	
8	Provide Methodology and Work plan in form of Gantt Chart that is consistent with our 30days Time Plan.	

NB:At this stage,those who will not submit any of the above mentioned will be termed as non-responsive and will not be considered further for evaluation.

Vendor Requirements

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and awarded marks.

No.	criteria	Evidence	Max Score	Score
1	Interior design and Graphic Design capabilities for the Lead Consultant	Degree or diploma in interior design, Graphic design, marketing.	10	
2	Experience of the company	Above 5 years of experience in interior design/Graphic design >5years=30mks >3years=20mks <2years=10mks	30	
3	Contracts of similar nature	Atleast 3 contracts of above Kes 2million done in the last 3 years	30	
4	Signed recommendation letters	Recommendation letters from at least 3 clients	30	
			100 marks	

NB: those bidders who will score below 70/100 marks will not proceed to financial evaluation.

Overall tender evaluation criteria

Criteria	Maximum score	Cut off scores
Tender Responsiveness	mandatory	mandatory
Vendor Evaluation	100	70
Financial	Lowest evaluated	

BIDDERS EXPERIENCE REQUIREMENT FORM

NO	CONTACT INFORMATION	DETAILS
1	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total Tender sum	
2	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total Tender sum	
3	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total tender sum	
4	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total tender sum	
5	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total Tender sum	