



REPUBLIC OF KENYA

**MINISTRY OF AGRICULTURE, LIVESTOCK,
FISHERIES AND IRRIGATION**

STATE DEPARTMENT FOR LIVESTOCK

OPEN NATIONAL TENDER

TENDER NO:

MOALF&I/SDL/DLP/OT/03/2018/2019

**TENDER FOR SUPPLY OF ULTRASONIC MILK
ANALYZERS**

BIDS ISSUED ON 29TH JANUARY 2019

DEADLINE FOR BIDS SUBMISSION: 13TH FEBRUARY 2019

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SECTION I INVITATION TO TENDER

TENDER NO: MOALF&I/SDL/DLP/OT/03/2018/2019

TENDER FOR SUPPLY OF ULTRASONIC MILK ANALYZERS

- 1.1 The Government of Kenya (GOK) through the Ministry of Agriculture, Livestock, Fisheries and Irrigation, State Department of Livestock now invites sealed bids from eligible bidders for the Supply of Ultrasonic Milk Analyzers.
- 1.2 Interested eligible bidders may obtain further information from the address below and inspect the bidding documents at the Procurement office of the State Department of Livestock during office hours, 0800 hours to 1700 hours, Monday to Friday, exclusive of public holidays.
- 1.3 A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a **non-refundable fee of Kenya Shillings One Thousand Only (KES 1,000.00)** per set/tender in Bankers Cheque payable to the **Principal Secretary, State Department of Livestock** at the **Cash Office situated at Lower Floor, Kilimo House, Cathedral Road** or downloaded free of charge from Ministry of Agriculture, Livestock, Fisheries and Irrigation website: www.kilimo.go.ke or from the IFMIS portal <http://supplier.treasury.go.ke/site/tenders.go.ke> or PPIP Portal www.go.ke for free
- 1.4 Bidders who download the document from the above websites are required to submit their particulars (name & email and postal address of the firm, contact person & their mobile numbers) to the State Department of Livestock official email address: pslivestock@kilimo.go.ke using their official email addresses. The email addresses shall be for our records and for the purpose of receiving any further clarifications and/or addendums. Clarifications and/or addendums shall be uploaded only in the State Department of Livestock Website: www.kilimo.go.ke and sent to the official email addresses of the bidders who have registered. It is the interested bidder's responsibility to regularly check for updates and modifications in the State Department of Livestock website during the tendering period.
- 1.5 All pages of the bid document and attachments submitted must be properly serialized/ paginated by the bidder. Electronic bidding will not be permitted.

- 1.6 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for (150) days from the closing date of Tender.
- 1.7 All tenders must be accompanied by **ONE ORIGINAL** and **TWO of copies** of the same.
- 1.8 Bids must be delivered in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at **State Department for Livestock, Kilimo House** or to be addressed to:
Principal Secretary
State Department of Livestock
P.O. Box 34188-00100 Nairobi, Kenya
so as to be received on or before **Wednesday 13th February, 2019** and must be accompanied by a bid security in the form of a Bank Guarantee of Two Hundred Thousand Kenya Shillings (KES 200,000)
- 1.9 Bids will be opened in the presence of bidders' representatives who choose to attend on Wednesday 13th February, 2019 at 1100 hours at the Conference Room, Kilimo House 7th floor.
- 1.10 The procuring entity may at any time terminate the procurement proceedings without entering into a contract in accordance with section 63 of the Public Procurement and Asset Disposal 2015.
- 1.11 The proposed timetable for completing the tender is as follows:

HEAD, SUPPLY CHAIN MANAGEMENT SERVICES
FOR: PRINCIPAL SECRETARY

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply of the equipment 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 unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed 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(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 the origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

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.

2.3.2 The price to be charged for the tender document shall not exceed Kshs 1,000.00

2.3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

2.4. Contents of 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 Form
- (xiv) Declaration form

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 Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may Notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the

submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Tender Documents

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

2.6.2 All prospective tenderers that have obtained 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 in to 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 the 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 2.12 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 2.13 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 Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and 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 where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The price of the equipment quoted EXW (ex-works, ex-factory, ex warehouse, ex-showroom, 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; and
- (iii) Installation charges shall also be indicated separately for each equipment

2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1 the tenderers 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.

2.12.1 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.

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish 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 equipment, 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 Goods Eligibility and Conformity to Tender Document

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 goods shall consist of 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 Specification demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary 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 and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount not exceeding 2 percent 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) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit.

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
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 180 days or as specified in the tender documents after 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. All pages of the tender, except for un-amended 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 Procuring entity at the address given on the Invitation to Tender.

(b) Bear the tender number and name in the Invitation to Tender and the words "**DO NOT OPEN BEFORE Wednesday 13th February, 2019 at 1100 hours.**"

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 Wednesday 13th February, 2019 at 1100 hours.

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

2.19.2 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, post marked not later than the deadline for submission 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.

2.19.3 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 at the Kilimo House 7th floor, 1100am Conference Room. The tenderers' representatives who are present shall sign a tender opening 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 and Responsiveness

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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be 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 the entire 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 those 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 Procuring entity's evaluation of a tender will exclude and not take into account

- (a) In the case of equipment manufactured in Kenya or equipment Of foreign origin ready located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity'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 paragraph 2.24.5 and in the technical specifications:

- (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 in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 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.

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

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

2.25 Contacting the Procuring Entity

2.25.1 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.

2.25.2 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.

2.26 Award of Contract

(a) Post-Qualification

2.26.1 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.

2.26.2 The determination will take into account the tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.2 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 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

2.26.4 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.

2.26.5 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 in to a contract or 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 procurement.

(c) Procuring Entity's Right to Accept or Reject Any or All Tenders

2.26.6 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 tenderer of the grounds for the procuring entity's action

2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.27 Notification of Award

2.27.1 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.

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenderers have not been successful

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 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.

2.28.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 Within Thirty (30) 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.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 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.

2.30 Corruptor Fraudulent Practices

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

3.30.2 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.

3.30.3 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	<ul style="list-style-type: none"> • All locally Registered Kenya firms • The firm has the legal capacity to enter in to a contract for procurement or asset disposal; • The firm is not insolvent, in receivership, bankrupt or in the process of being wound up; • the procuring entity is not precluded from entering in to the contract with the person under section 41 of Public Procurement and Asset Disposal Act 2015; • the firm and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of the Public Procurement and Asset Disposal Act 2015; • the firm has fulfilled tax obligations; • The firm has not been convicted of corrupt or fraudulent practices; and not guilty of any serious violation of fair employment laws and practices.
2.3	Cost of tender document- Free of charge if downloaded from the specified websites or Ksh. 1, 000 for a hardcopy set purchased at the specified office.
2.12	Where the tenderer is not a manufacturer or otherwise produce, the tenderer must produce authorization letter that the firm is duly authorized by the equipment manufacturer or producer to supply the equipment
2.13	<p>The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, catalogue, brochure, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> • A detailed description of the essential technical and performance characteristic of the equipment • 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 • A clause-by-clause commentary on the Procuring entity's

	Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications
2.14.1	Bidders are required to submit a tender security of Kshs 200,000 valid for at least 180 days after tender opening date in the form of either:- 1. Cash/Bankers cheque 2. An unconditional bank guarantee; 3. Such insurance company guarantee as maybe approved by the Public Procurement Regulatory Authority; 4. A letter of credit; The Procuring entity may seek authentication of the tender Security from the issuing entity.
2.15	Tender must be valid for a minimum period of 180 days after tender opening date
2.16.1	The tenderer shall prepare three copies of the tender, clearly / marking each "ORIGINAL TENDER", "COPY 1 OF TENDER" and "COPY 2 OF TENDER",
2.18.1	Wednesday 13Th February, 2019 at 1100 hours.
2.18.3	If a tender or part of a tender cannot fit in the tender box it shall be received by the Procurement unit and the procuring entity shall acknowledge receipt of the tender documents
2.24.5(b)	<i>Deviation in payment schedule</i> Tenderers shall not be evaluated on this criterion. Tenderers are not permitted to state an alternative payment schedule. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
2.29.1	Performance Security: Successful Tenderer shall furnish a Performance Security equivalent to 10% of the contract sum which shall be An original unconditional Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.

EVALUATION CRITERIA

Pursuant to clauses 2.22, 2.24 and 2.26 of the Instruction to Bidders (ITT), the Procuring entity shall examine and evaluate the tenders as follows:-

- a) Preliminary examination,
- b) Technical evaluation
- c) Financial evaluation
- d) Post qualification

Preliminary Examination of the Bids

The purpose of preliminary examination is to identify and verify the conformity of the bids to the mandatory requirements. The Following checks shall be applied in the preliminary examination on a Yes or No Basis

- a. Form of tender duly filled, signed and stamped
- b. Bid validity period 180 days from bid opening
- c. Tender security valid for **180 days** from the date of bid opening, amounting to **Kshs 200,000.00**.
- d. Certificate of registration/incorporation provided
- e. Valid tax compliance certificate provided
- f. PIN Certificate provided
- g. Power of Attorney/letter of authorization provided
- h. Properly filled, signed and stamped Confidential Business Questionnaire.
- i. Curriculum vitae for the proposed technical staff attached
- j. Audited Financial statements for the last three years attached
- k. Signed statement of declaration of not debarred from public procurement proceedings

Firms must meet **all the above mandatory requirements** to proceed to the next stage of Technical evaluation.

Technical Evaluation

i) Documentary Compliance of The Tenderer

- a) Comprehensive manufacturer's technical brochures/catalogue/literature/data Sheets.
- b) In the case of a tenderer offering to supply the Ultrasonic Milk Analyzers under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment Manufacturer or producer to supply the equipment (**Manufacturers letter of authorization where the tenderer is not a manufacturer**).
- c) A list giving full particulars, including available source and current prices of Components, mandatory 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;
- d) Documentary evidence of availability of the spare parts and after sales service back up for the milk dispenser and associated accessories and location of such back-ups must be given or Where a tenderer offers these 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.

- e) 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

ii) Technical Examination of the items

Technical evaluation shall be undertaken to determine whether the technical aspects are in compliance with the bidding document. Relevant manufacturer's brochures/catalogues shall be used to determine compliance with general and particular technical specifications indicated in the tender document.

The documentary evidence of conformity of the equipment to the tender documents in the form of literature, catalogue, brochure, drawings, and data, and shall consist of:

- A detailed description of the essential technical and performance characteristic of the equipment demonstrating responsiveness to the technical specification
- A clause-by-clause/item by item description on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications

The examination shall be conducted on the basis of Yes and No (pass or fail system) and all bidders are required to be responsive to all the above requirements and only technically qualified bids shall be subjected to financial evaluation

Financial Evaluation Criteria

The process shall include the following:-

- 1) Confirmation of and considering schedule of requirements and prices duly completed and signed by authorized official.
- 2) Checking that the Tenderer has quoted prices based on all costs and items
- 3) Delivery Period. The delivery period as per schedule of requirements is **8-12 weeks**. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected. No credit will be given to earlier deliveries
- 4) Conducting a financial comparison of the tenders

Post qualification

The tenderer having submitted the lowest evaluated responsive bids shall be subjected to post qualification to determine if they are qualified to perform the

contract satisfactorily. The following shall be considered

- a) Past Work Experience
- b) Personnel Responsiveness
- c) Financial Responsiveness

Past Work Experience

Documentary evidence to demonstrate that the bidder has carried out at least **three assignments** of a similar nature and cost over the last five years

- (a) General experience in supply of equipment-at least the last Five[5] years prior to the applications submission deadline
- (b) Specific experience in supply of milk equipment- at least (3) contracts within the last (5) years , each with a value of at least Kshs 20,000,000
- (c) The list of clients who may be contacted for further information on these contracts;

The tenderer should provide documentary evidence in support of the experience of current and previous assignments (Contracts, Purchase Orders, Reference letters and Contact details).

Personnel Responsiveness

- (a) Qualifications of key site management and technical personnel proposed relevant for the Contract;
- (b) Indicate particular five years technical experience relevant to the assignment
- (c) Attach Curriculum vitae.

Financial Responsiveness

- (i) Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last three years; -
 - a) Equity =Net worth to be positive (TA-TL)
 - b) Current ratio=total current assets/total current liabilities>1
- (ii) Evidence of access to proposed sources of financing, such as liquid assets, unencumbered real assets, cash in hand, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract. List and attach copies of supportive documents including Name, address and telephone numbers and email addresses of banks that may provide reference if contacted by the Employer,
- (iii) Authority to seek references from the Tenderer's bankers
- (iv) Average annual turnover in the last (3) three years of similar items at **least two times the value of the items offered**

Due diligence

The procuring entity reserve the right to 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. The determination will take into account the tenderer's financial and technical capabilities.

A negative determination will result in rejection of the Tenderer's tender, in which event SDCP will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

The items to be observed during such visits shall include, but shall not be limited to:

- 1) Verification of Physical premises
- 2) Show room/workshop for Spare parts, back-up service/repair and maintenance
- 3) Performance to the contract(s)/assignments.
- 4) Verification of the submitted documents

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 there to and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not super ceded by provisions of other part of contract.

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The 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 there with, 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, makes 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 Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable 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) Cash
- b) Bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not late 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 equipment 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. 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 equipment 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 equipment after the equipment arrival and installation 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 paragraph3.8 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 and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2Thepacking, 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

- 3.10.1Delivery of the equipment, documents and installation of the same 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 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 installation 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 requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15 .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

3.16.1The 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 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

3.16.2In 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 equipment.

3.17.Termination for convenience

3.18.Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items with in 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 goods. After this the tenderer may consider termination of the contract.

3.19. Resolution of Disputes

3.19.1 The procuring entity 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

3.19.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

3.21.1 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.

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). 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 OFGCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance Security: Successful Tenderer shall furnish a Performance Security equivalent to 10% of the contract sum which shall be An original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document
3.12.1	<p>The terms and procedures of payment according to which the Employer shall reimburse the Supplier are as follows:-</p> <ul style="list-style-type: none"> • 70% of the contract sum shall be payable upon supply and delivery of the Ultrasonic milk analyzers and associated accessories to the designated sites in the country where coolers have been installed. • 30% of the contract sum shall be payable upon testing to the satisfaction of the representative of the Employer that the Ultrasonic milk analyzers are in proper working condition.
3.18	Liquidated damages: 0.5% per week of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.
3.19.1	<p>The Employer and the supplier 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.</p> <p>Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties.</p> <p>The Arbitration Tribunal shall comprise three arbitrators. Each Party shall appoint one arbitrator and these two arbitrators shall</p>

	<p>thereafter jointly appoint the third arbitrator who shall serve as Chair of the arbitration panel. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party in accordance with the Arbitration Act No. 4 of 1995</p> <p>If the arbitrators appointed by the parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties have been appointed, then the third arbitrator shall at the request of either Party be appointed by the Chairperson of the Chartered Institute of Arbitrators, Kenya Branch? The arbitration proceedings shall be held in Nairobi. The costs of arbitration shall be shared equally between the Parties. The decision of the Arbitration Tribunal shall be final and binding on the parties.</p>
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SECTION V - TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1.1 GENERAL NOTES

- 1.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
- 1.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 1.1.3 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
- 1.1.4 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

A. General Specifications

1. All supplied commodities must be new. All parts, sub-parts, gears, electrical motors, electrical relays and mechanisms must be new.
2. Electrical equipment offered, must comply with EN 60204 Electrical Equipment and Safety of Machines.
3. All electrical equipment must operate on 415/220V, 50 Hz. Transformers will not be accepted. Auto-sensing, multi-voltage power supplies are preferable.
4. Electrical control panels must be constructed of stainless steel.
5. Electrical relays, switches and components must be of superior quality, Siemens or equivalent. The name of the manufacturer of the electrical components will be identified in the Offer.
6. The supplies which are the subject of the invitation to supply are to be delivered with an individual or overall lot of spare parts. The Offeror shall include with his offer a list of such spare parts, drawn up in the light of his professional experience and taking account of the place of use.
7. The list of spare parts must indicate the unit prices thereof. However, the Purchaser reserves the right to amend the list of spare parts.
8. The spare parts shall be delivered at the same time as the supplies themselves.
9. Offers for part of the total quantity required will not be taken into consideration.
10. Supplies shall be packaged in such a way that they are protected from all damage during transport (whether by sea, air, road or rail).
11. The packaging of the supplies shall become the property of the Purchaser.
12. A spare-parts manual and maintenance manuals shall be provided with each set of equipment, in English.
13. For each set of equipment, an operator's instruction manual written in English shall be provided by the supplier, to include technical drawings and wiring diagrams of electrical circuits and will include any necessary additional instructions on operation and use.

B. Particular Specifications

Ultrasonic Milk Analyzer

- i) General features
 - User-friendly; simple in operation, maintenance, calibration and installation
 - Light weight, compact and portable design.
 - Low power consumption.
 - Small quantity of milk required.

- No use of hazardous chemicals.
- Built-in micro fast thermal printer.
- Measuring accuracy adjustment can be done by user.
- RS232 interface for POS printer.
- USB port connection.
- Printout and collection of measurement data.
- Remote management through computer with GSM/GPRS capability.
- Data collection can be copy to external memory and clean from internal memory.
- Online data transfer, data storage, milk data printout and reports generation of milk collection.
- Internal storage capacity more than 100 measurements.
- Measuring time ≤ 60 seconds
- Should have both manual and automated cleaning mechanism
- 1-year warranty

ii) Operating conditions

- Ambient air temperature $15^{\circ}\text{C} - 35^{\circ}\text{C}$
- Milk temperature $5^{\circ}\text{C} - 35^{\circ}\text{C}$
- Relative humidity 30% - 80%

iii) Power requirements

- DC power supply voltage 12V – 15V
- AC power supply voltage 220V/ 50HZ
- Power consumption 40W maximum

iv) Mechanical parameters

- Weight $\leq 8\text{Kgs}$
- Dimensions (WXDXH) $\leq 550 \times 350 \times 300\text{mm}$

v) Measuring parameters

Item No.	Parameter	Measuring Range	Accuracy
a)	Fat	0.5% - 12%	±0.1%
b)	Solid Not Fat (SNF)	6% - 12%	±0.2%
c)	Milk Density	1.0250g/cm ³ - 1.0330g/cm ³	±0.0005 g/cm ³
d)	Protein	2% - 6%	±0.2%
e)	Lactose	0.5% - 7%	±0.2%
f)	Freezing Point	0°C – 1.0°C	±0.015°C
g)	Added water to milk	0% - 60%	±0.5%
h)	PH	0.00 – 14 PH	±0.2%
i)	Conductivity	2 – 20 MS/cm	±0.1 (18°C)
j)	Temperature	0°C – 50°C	±0.1°C

vi) Accessories

- User guide manual
- PH probe
- Buffer solution PH (0-14)
- Sample plastic cups

TESTING AND COMMISSIONING

Different milk samples shall be tested repetitively for all parameters to determine the consistency of the readings.

The system shall be provided with identification plates stating the parameters that can be tested, power rating and overall dimensions.

SPECIAL NOTES

- 1) The prices quoted shall be deemed to include for all obligations under the contract including but not limited to supply of material, labor delivery to site, storage on site and all taxes (including 16% VAT).
- 2) All prices omitted from any item, section shall be deemed to have been included to another item, section or part thereof.
- 3) Should the contractor install any material not specified here in before receiving written approval from the Project Manager, the contractor shall remove the material in question and, at his own cost, install the proper material.
- 4) The grand total of prices in the price summary page must be carried forward to the Form of Tender for the tender to be deemed valid.
- 5) ***Tenderers must enclose, together with their submitted tenders, detailed manufacturer's Brochures detailing Technical Literature and specifications on all the equipment they intend to offer.***

SECTION VI - SCHEDULE OF REQUIREMENTS AND PRICES

Item	Description	Unit	Qty	Rate(Kshs)	Amount	Delivery period (Weeks)
A.	Ultrasonic milk analyzer	No	200			
B.	Allow for testing of the equipment in presence of client representative.	Item	1	500,000	500,000	
Total Cost carried to form of Tender						

The delivery period as per schedule of requirements is 8-12 weeks. Tenders offering deliveries longer than the procuring entity’s required delivery time will be treated as non-responsive and rejected. No credit will be given to earlier deliveries,

Amount in words

.....

Tenderer's Name and Stamp.....

Authorized Official: _____

Name

Signature

SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.3 Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.5 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required To provide performance security in the sum provided herein or in another Form acceptable to the procuring entity.

7.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

7.7 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.1 FORM OF TENDER

Date

TENDER NO: MOALF&I/SDL/DLP/OT/03/2018/2019

TENDER FOR SUPPLY OF ULTRASONIC MILK ANALYSERS

**To: Principal Secretary,
State Department for Livestock,
P.O. Box 34188-00100
Nairobi, Kenya**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver, (.....*(insert equipment description)*) 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..... *(Procuring entity)*.

4. We agree to abide by this Tender for a period of.....*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and maybe 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 receive.

6.
We understand that you are not bound to accept the lowest or any tender that you may
Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2 (a),

2 (b) Or whichever applies 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

Physical Location of business premises;.....

Country/Town.....

Plot No..... Street/Road.....

Postal Address Tel No.....

Email address.....

Website address.....

Nature of Business.....

Current Single Business permit/Trade License No.....Expiring date.....

Maximum value of business which you can handle at any time: K. pound

Name of your bankers

Branch

Part 2 (a) - Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) - Partnership

Give details of partners as per attached CR12 as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3.

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as per attached CR12 as follows:

Name in full .	Nationality.	Citizenship Details*.	Shares.
1.....			
2.....			
3.....			
4.....			

DateSignature of Tenderer

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

7.3 TENDER SECURITY FORM

Whereas[*name of the tenderer*] (herein after called “the tenderer”)has submitted its tender dated..... [*Date of submission of tender*]for the supply of[*name and/or description of the equipment*] (herein after called“ the Tender”)..... KNOW ALL PEOPLE by these presents that WE.....

.....ofhaving our registered office at.....(herein after 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)

7.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSE THAS 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 here in after mentioned, the tenderer here by covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this 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 where of the parties here to 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

7.5 PERFORMANCE SECURITY FORM

To [*name of Procuring entity*]

WHEREAS..... [*name of tenderer*] (herein after called “the tenderer”)has undertaken, in pursuance of Contract No. [*reference number of the contract*]dated 20 to supply..... [*description of goods*](herein after 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 are potable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

ANDWHEREAS 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*]

(Amend accordingly if provided by Insurance Company)

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To
[name of Procuring entity]

[name of tender]..... of

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](herein after 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 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 on the 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 here by waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until.....[date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.7 MANUFACTURER’S AUTHORIZATION FORM

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

WHEREAS.....*[name of the manufacturer]* who are established and reputable manufacturers of*[name and/or description the goods]* having factories at.....*[address of factory]*do hereby authorize*[name and address of Agent]*to submit a tender, And subsequently negotiate and sign the Contract with you against tender No.*[reference of the Tender]*for the above goods manufactured by us.

We here by extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered or 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 an authorized person.

7.9. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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/contractsshallbesignedbythepartieswithin30days of the date of this letter but not earlier than 14days 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.

(FULLPARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER