

COUNTY GOVERNMENT OF NYERI

WHEN REPLYING PLEASE QUOTE
OUR REFERENCE NO AND DATE.
ALL CORRESPONDENCES TO BE
ADDRESSED TO THE COUNTY
SECRETARY



P.o. Box 1112-10100

NYERI

Telephone 061 2030700

Fax No. 061 2030537

Email: infonyericounty@gmail.com

**DEPARTMENT OF AGRICULTURE, LIVESTOCK, FISHERIES AND COOPERATIVES
DEVELOPMENT**

Tender reference No:

CGN/ALF & CD/76/2016-2017

Tender Name:

**SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF BULK MILK COOLERS**

JANUARY 2017

Issued by the County Government of Nyeri: January, 2017

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INTRODUCTION

- 1.1 This standard tender document for supply, installation and commissioning of plant and equipment has been prepared for use by public entities in Kenya.
- 1.2 The following general conditions should be observed when using the document.
- a) Specific details should be furnished in the tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - b) The instructions to the tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contracts and the appendix to instructions to the tenderers.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations as a letter of invitation addressed to tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document shall be modified to include:
- i. Tender number.
 - ii. Tender name.
 - iii. Name of procuring entity.
 - iv. Delete name and address of PPOA.

SECTION I INVITATION TO TENDER

TENDER REF NO. CGN/ALF & CD/76/2016-2017

TENDER NAME **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BULK MILK COOLERS**

- 1.1 The (*County Government of Nyeri*) invites sealed tenders from eligible candidates for supply, installation, testing and commissioning of (*Bulk Milk Coolers*).
- 1.2 Interested eligible candidates may obtain further information from the office of the **Director of Procurement** at *the County Procurement Office- Townhall, ground floor*, during normal working hours and inspect tender documents from County Website **www.nyeri.go.ke**
- 1.3 A complete set of tender documents may be obtained by interested candidates from County Website www.nyeri.go.ke
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and Reference Number and deposited in the Tender Box **outside procurement office 1st floor** or to be addressed to (*The County Secretary, County Government of Nyeri, P.o. Box 1112-10100 Nyeri*) so as to be received on or before

DD	MM	YY	Time
12	APRIL	2017	11.00 A.M

- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at (*The office of the Director of Procurement*)

Yours Sincerely

COUNTY SECRETARY
COUNTY GOVERNMENT OF NYERI

SECTION II - INSTRUCTIONS TO TENDERERS
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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, install and commissioning 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 A complete set of tender documents shall be obtained by interested candidates from County Website www.nyeri.go.ke
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria **shall be prequalified**

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
 - (xv) Request for Review 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 into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the

relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising 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 tenderes 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 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 Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the 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 as indicated in the appendix of the instructions to tenderers

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 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
 - 1. 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 Tenderers shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the 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 (day, date at time of closing)”

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 (the time and date specified).

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

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

2.19 Modification and Withdrawal of Tenders

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*the time, on the date*) and in the following location.
(*address of the procuring entity*)

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 all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Procuring Entity will convert 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 already 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 2.23.5 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 financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 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 into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public 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 its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 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 their tenders 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 Corrupt or 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.

Notes on the appendix to the instructions to tenderers

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain un changed and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

APPENDIX TO INSTRUCTIONS TO TENDERERS.

1. Notes on the Appendix to Instructions to Tenderers

The following appendix to instructions to tenderers shall complement or amend the provisions of the instructions to tenderers (Section II). 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.

2. Format of RETURNING the Tender Document

The duly filled Tender document shall be returned with the pages following each other as it was bought. NO PLUCKING OF PAGES OR INSERTION OF ANY PAGE OR DOCUMENT(S) in between.

All attachments requested in the tender documents and those which the bidder considers to submit SHALL BE ATTACHED at the back of the bought/main tender document. Dividers may be used to separate and indicate the attachments submitted.

3. TENDER SUBMISSION CHECKLIST

Tenderers shall only tick against the item which they have provided and indicate their respective marker pages.

NO.	ITEM	Tick Where Provided and indicate Marker Page
3.1	Bid Bond of Kshs 200,000 in form of Banker's Cheque, Bank Guarantee or security from an Insurance company approved by PPOA	
3.2	Duly filled form of Tender	
3.3	Copy of registration/incorporation certificate	
3.4	Copy of Valid Tax Compliance Certificate	
3.5	Copy of PIN certificate	
3.6	Duly stamped and filled Confidential Business Questionnaire	
3.7	Copy of CR12 search showing list of Directors	
3.8	Certified copies of Audited Accounts (2 years)	
3.9	Letter of reference from the firm's bankers about credit worthiness or current bank statement	
3.10	List and reference letters from clients to which the company has supplied similar plants/equipment for the last 2 years	
3.11	List of major items of Supplier's equipment which can be directly assigned for erection and commissioning	
3.12	Duly filled Bills of quantities	
3.13	Details of Physical address and contacts with copy of title, lease document or latest utility bill	
3.14	List, qualifications and experience of key personnel proposed for the administration and execution of the contract.	
3.15	Proposed schedule of delivery/supply, erection and commissioning the job (To cover all the days of contract period as indicated in the form of tender).	
3.16	Catalogues, literature & drawings as required to give details of the items (Must include Country of origin and Clear indication of the Manufacturing Standard which the items conform to)	
3.17	Recommended list of spares for 3 years of operation	
3.18	Validity of Offer	
3.19	Guarantees offered for the equipment	
3.20	List of exceptions, exclusions and assumptions	
3.21	Any other document or item required by the tender document	

4. Validity of the tender

120 days after the date of Tender Opening

5. The number of tender documents to be completed and returned is TWO (one original and one copy)

6. The Address for clarification/Receiving of Tender Document is

COUNTY SECRETARY
COUNTY GOVERNMENT OF NYERI

P.o. Box 1112-10100, Nyeri.

Telephone: 2030700

Facsimile: 2030537

E-Mail: infonyericounty@gmail.com

Note: Bulky tenders which will not fit in the tender box shall be delivered to the office of the Director of Procurement at First Floor

7. The Tender opening shall take place at:

Street address: KENYATTA ROAD

Building: TOWN HALL/GOVERNOR'S OFFICE

Floor/Room No: OFFICE OF THE DIRECTOR OF PROCUREMENT

Town: NYERI

Country: KENYA

DD	MM	YY	Time
12	APRIL	2017	11.00 A.M.

8. EVALUATION AND COMPARISON OF TENDERS

The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.

a) Mandatory Requirements (MR)

The following requirements must be met by the tenderer

NO	Requirements	Responsive or Not Responsive
MR1	Must submit a Tender Security in the Format provided	
MR2	Must fill the form of Tender in the Format provided	
MR3	Must submit a certified copy of registration/incorporation certificate	
MR4	Must submit a copy of Valid Tax Compliance Certificate	
MR5	Must submit a Copy of PIN certificate	
MR6	Must submit a duly filled up Confidential Business Questionnaire in Format provided	
MR7	Must submit a Copy of CR12 search showing list of Directors	
MR8	Must tick the items submitted in the tender submission check list provided and indicate their marker page	

NOTE

At this stage, the Tenderer's submission will either be responsive or non-responsive. If the Bidder misses ANY/or has an INVALID document(s) listed above, he/she will be considered non-responsive.

The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

b). Technical Scores (TS) Table

This section (Technical Evaluation) will be marked out of 100% and will determine the Technical Score (TS)

No.	Evaluation Attribute	Weighting Score	Max. Score %	Evaluation by Client
TS1	Installation experience	3 years and above – 3	3	
		Less than 3 years or none	0	
TS2	Specialized Technicians	Own Technicians (≥2)	5	
		Outsourced Technicians	3	
		No information	0	
TS3	Financial Strength:	2 years audited accounts	2	
		1 year or None	0	
		Letter of reference from the firm’s bankers or Current Bank Statement	3	
		No letter or statement	0	
TS4	Litigation History	No litigation history	2	
		Any unresolved case	0	
TS5	Delivery schedule	Work period with timelines	5	
		Not provided/no dates shown	0	
TS6	Material lay out	Stainless steel	2	
		Non-stainless steel	0	
TS7	Country of origin	From European countries	8	
		Other countries	0	
TS8	Conformation to Approved Standards	Conforms to Either ISO 5708 2A II (Latest Version) or EN 13732:2013 (Evidence is required)	8	
		Does not conform or evidence not provided	0	
TS9	Shape & orientation	Horizontal tank with laser welded evaporator	5	
		Non-horizontal	0	
TS10	After sale service	Available	4	
		Not available	0	

TS11	Milk inlet openings	Two openings	3	
		One opening	0	
TS12	Temperature Control	Milk temperature control with electronic operating unit	5	
		No temperature control	0	
TS13	Display	Digital volume indication with LED display	5	
		No volume indicator	0	
TS14	Cooling & agitation capacity	When full \leq 2 Hrs 30 Minutes	8	
		$>$ 2 Hrs 30 Minutes	0	
TS15	Cooling pipes	Pre-mounted with thermostatic expansion valves	7	
		No thermostatic expansion valves	0	
TS16	Cleaning water	Automatic water level control	5	
		None automatic	0	
TS17	Cleaning detergent	Automatic dosing pumps for detergents	5	
		None automatic or not available	0	
TS18	Accompaniments	Reception tank with digital weighing scale	4	
		2 pumps	3	
		Piping system	3	
		No accompaniments or not as above	0	
TS19	Warrant	More than or equal to 2 years	5	
		Less than 2 years or none	0	
		<i>TOTAL</i>	<i>100%</i>	

Only bidders who score 60% and above in Technical Scores (TS) will be subjected to Financial Evaluation.

Those who score below 60% will be eliminated at this stage from the entire evaluation process and will not be considered further.

c). Financial Score (FS)

All bids will first be checked for any arithmetic errors and corrected accordingly

Bidders will be ranked according to their bid amount.

9. Award Criteria:

The LOWEST EVALUATED BIDDER will be awarded the contract.

SITES/SITE VISIT

1. Description of the Project

The site is within Nyeri County.

	Sub-County	Ward	Location/group
i	Kieni East	Gakawa	Kwa Huku Dairy
ii	”	Kabaru	Island Farms
iii	Mathira West	Kirimukuyu	Kaiyaba
iv	Tetu	Dedan Kimathi	Kapap group- Kigogoini

2. The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer’s own responsibility
3. The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
4. Each tenderer shall complete the Certificate of Tenderer’s Visit to the Site, whether he actually visits the Site at the time of the organized site visit or by himself at some other time.

CERTIFICATE OF TENDERER’S SITE VISIT

This is to certify that

Mr./Messrs

.....
.....

being at the Authorized Representative/agents of

.....
.....

(Name of tenderer)

Participated in the organized inspection visit of the Site of works for
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BULK MILK COOLERS

on the day of 20

Signed: (Employer’s Representative) (Name of Employer’s Representative) (Date) (Place)	Signed: (Contractor’s Representative) (Name of Contractor’s Representative) (Date) (Place)
--	--

CERTIFICATE OF TENDERER'S ATTENDANCE TO PRE-TENDER MEETING/CLARIFICATION OF TENDER QUESTIONS

This is to certify that

Mr./Messrs

.....

being at the Authorized Representative/agents of

.....

(Name of tenderer)

Participated in the Pre - Tender Meeting/received clarification to questions for
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BULK MILK COOLERS

on the day of 20

<p>Signed:</p> <p>.....</p> <p>(Employer's Representative)</p> <p>.....</p> <p>(Name of Employer's Representative)</p> <p>.....</p> <p>(Date)</p> <p>.....</p> <p>(Place)</p>	<p>Signed:</p> <p>.....</p> <p>(Contractor's Representative)</p> <p>.....</p> <p>(Name of Contractor's Representative)</p> <p>.....</p> <p>(Date)</p> <p>.....</p> <p>(Place)</p>
---	---

N.B.

Pre-tender Meeting

1. If a pre-tender meeting is convened, the tenderer's designated representative is invited to attend at the venue and time in the Appendix to instructions to Tenderers. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

2. The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven (7) days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:
 - (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice and not through the minutes of the pre-tender meeting.

 - (b) Non attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The 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 superseded 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 therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

- 3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the 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 later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the 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 paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing 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.

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

3.10 Delivery and Documents

3.10.1 Delivery of the equipment, 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 of contract.

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for equipment delivered and 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

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

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

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar 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 within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed 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 its 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.

APPENDIX TO CONDITIONS OF CONTRACT

1. Notes on the Appendix to Conditions of Contract

The following appendix to Conditions of Contract shall complement or amend the provisions of the Conditions of Contract (Section III). Wherever there is a conflict between the provisions of the Conditions of Contract and the provisions of this appendix, the provisions of the appendix herein shall prevail over those of the Conditions of Contract.

ITEM NO	DESCRIPTION	DATA
1.1	Name and Address of Employer	COUNTY GOVERNMENT OF NYERI Represented by “The Governor, County of Nyeri” P. O. Box 1112-10100, Nyeri.
1.2	Authorised Person/Client	Chief Officer Department of Agriculture, Livestock, Fisheries and Cooperative Development County Government of Nyeri P. O. Box 1112-10100, Nyeri. Telephone: 061 2030700
1.3	Name and Address of Project Manager (Employer’s Representative)	The Officer appointed by the Chief Officer (Department of Agriculture, Livestock, Fisheries and Cooperative Development) for that purpose and notified to the Contractor
1.4	Contract period	As indicated in the Form of tender and will commence from the Start Date indicated below
1.5	Start date	14 days from the date of site possession
1.6	Provision/possession of Site	On date of Commencement letter (order) or on date of signing Contract Agreement if commencement order is not given.
1.7	The Intended Completion Date	Calculated as: commencement date + contract period in days (then obtain the corresponding date in the Calendar.)
1.8	Priority of Documents	The documents forming the Contract shall be interpreted in the following order of priority: <ul style="list-style-type: none"> • the Contract Agreement • the Letter of Award • the Form of Tender and Appendix thereto • Appendix to Conditions of Contract • General Conditions of Contract • Special Provisions • the Specifications • the Drawings, and • the Priced Bill of Quantities
1.9	Law of Contract	Laws of the Republic of Kenya
1.10	Language	English

ITEM NO	DESCRIPTION	DATA
1.11	Performance Security Amount Form	Required. 5% of sum stated in the contract sum. Bank Guarantee /Bankers cheque /Cash
1.12	Requirements of Contractors Design	Where applicable as stated in the bills of quantities
1.13	Work plan/Programme ⇒ Time of Submission ⇒ Form of Programme	Within 14 days of delivery of acceptance letter Bar Chart and itemized schedule
1.14	Liquidated Damages (Amount payable to Employer due to failure to complete on time)	0.05% of Contract Sum per Day to a limit of 10% of Contract Sum.
1.15	Period of notifying defects	Supplier shall correct the notified defect or replace defective item within the length of time specified by the Project Manager's notice
1.16	Retention Money	Retention will be made from every payment due to the contractor of 10% until completion of the whole works when 5% will be released. The remaining 5% will be released 6 (six) months later after the defects liability period , and after all the defects noticed have been rectified.
1.17	Defects Liability Period	Warranty Period
1.18	Amount of Advance Payment	Advance payment shall not be granted
1.19	Currency of Payment	Kenya Shilling
1.20	Arbitration ⇒ Rules ⇒ Appointing Authority ⇒ Place of Arbitration	CAP 49 of the Laws of Kenya Chairman Chartered Institute of Arbitrators, Kenya Branch. District Headquarters

SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

- 4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.
- (a) Information that complement provisions of Section III must be incorporated and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

(Complete as necessary)

SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

- 5.1 The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.

- 5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.

SECTION VI - TECHNICAL SPECIFICATIONS

6.1 GENERAL

- 6.1.1. 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.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 6.1.3 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
- 6.1.4 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

SECTION VI – TECHNICAL SPECIFICATIONS

6.2 PARTICULARS

INSTRUCTIONS TO BIDDERS

1. Bidders are requested to strictly indicate in **writing** whether or not the specifications indicated here in have been satisfied by the item they wish to sell to the procuring entity.
2. A detailed catalogue of the particular item **shall** be expected in the documentation. It is to be **indexed showing where all the specifications** have been met.
3. This **shall** constitute part of the mandatory and technical evaluations and failure to clearly indicate may result in disqualification of the bidder.

A - SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BULK MILK COOLERS

- 1) **TYPE** BMC – Closed cooling tanks
- 2) **DESIGN** Size are as follows;

SIZE	NUMBER OF TANKS
3000 LTS	4

- 3) **ACCOMPANIMENTS**
 - RECEPTION TANK- A 200 litres tank with digital weighing scale.
 - 2 MILK PUMP- Inlet and outlet pump
 - FOOD GRADE PIPES- Piping for smooth milk between reception tank and the cooler.
- 4) **MANUFACTURER/SUPPLIER**
 - After sales services, availability of maintenance service and repair /spare parts must be assured
 - Warranty terms and period.
 - A detailed catalogue of the bulk milk cooler.

Characteristics

- Horizontal tank with laser welded evaporator
- Constructed of stainless steel 18/10-AISI 304
- Chassis with solid leg construction and adjustable feet.
- Flat manhole and swiveling cover with rubber seal.
- Detachable air vent
- 2 milk inlet openings
- Tank outlet 50mm, self-washing outlet with butterfly valve
- Stainless steel ladder

5) Tank control & display

- Milk temperature control with electronic operating unit - no risk of freezing
- Digital temperature indication with large LCD display
- Digital volumes Indication with LED display (option).

6) Cooling & agitation

- High cooling capacity is guaranteed –max 2.5 hours when full
- Cooling pipes pre-mounted with thermostatic expansion valves

7) Cleaning

- Dosage cup standard
- Automatic water level control for optimal feeling and low water usage
- Vertically mounted stainless steel cleaning pump.
- Automatic dosing pumps for detergents

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

MILK EQUIPMENT

All equipment offered shall be as per particular specification and shall rate to site conditions. The price shall include for supply, transportation, installation, testing, commissioning and setting to work.

Item No.	Item Description	Country of origin (<i>must be European</i>)	Quantity	Unit Price Kshs	Installation Period	Installation Price	Total Price Kshs.
1	Bulk Milk Cooler capacity 3000 litre with all associated accessories as per specifications provided. (CIP in-built)		4				
2	Stainless steel Milk receiving vat 200 litres with adjustable legs and outlet		4				
3	Digital weighing machine/scale Stainless steel with adjustable legs		4				
4	Dump tank 100 lit with outlet and butterfly valve		4				
5	Milk Pump capacity of 5-10m ³ /Hr, stainless steel AISI 316, shroud and base with adjustable legs		4				
6	Food grade hose @ 10m each		4				

7	Resazurin Testing Kit		4				
8	Alcohol gun		4				
9	Lacto Scan		4				
10	Lactometer		4				
			Total Price Kshs				

Tool box, Manual and Spares

- a) A GI sheet toolbox containing one set of all necessary tools required for regular maintenance of the unit shall be supplied along with the BMC. (1.Set of Spanners (All Required for Maintenance), 2.Hammer, 3.Plier, 4.Screw Drive, 5, Union Spanners)
- b) One set of Mechanical seals for pump and 5 sets of O rings should be provided as spare
- c) A set of operation and maintenance manual in English containing complete details of starting up, putting off, critical checks and day to day maintenance of the complete system shall be supplied. The manual should also have the required electrical circuit diagrams

Authorized Official: _____
Name Signature

Date _____

TECHNICAL SPECIFICATION OF DIRECT EXPANTION TYPE BULK MILK COOLING UNIT

CAPACITY: - 3000 LP (3 KL- 4 Nos.)

LOCATIONS: - To be installed at various Milk Unions/Groups within the County

1.0 General Description

Design, supply, installation, testing and commissioning of Direct Expansion type bulk milk cooling systems including all accessories & items given in the detailed scope of supply, on turnkey basis.

2.0 Functional Requirement

These systems would be installed in village Dairy Co-operative Societies (DCS), which collects the milk everyday in the morning & evening from milk producers. The milk collected shall be stored in the bulk milk cooler and cooled from ambient temperature to 4 degree centigrade. The stored milk shall be dispatched to dairy plant through insulated road milk tanker once in a day.

3. DESIGN REQUIREMENT

3.1 Capacity

The net capacity of the bulk milk cooler shall be 3000 litres. However, the gross capacity in all the sizes shall be at least 10% higher than the rated capacity to avoid agitation or accidental spillage of milk.

3.2. Applicable manufacturing / design code

3.2.1. Bulk Milk Cooler (BMC)

The BMC shall meet the requirements of **ISO 5708 2A II (Latest version)** or **EN 13732:2013** with not more than 3.0 hours cooling time from 35 to 4 Deg. C. for all milking* and not more than 1.5 hours for second milking* i.e. from 10 to 4 Deg. C. The tank shall be of an established & proven Direct Expansion type design, in regular production & use and not a prototype. (* Note: All milking means quantity of milk received in either morning shift or evening shift.

When a Tank for two milking is either empty or contains 50% of its' rated volume of milk at 4° C, and 50% of the rated volume of milk at 35°C is added in one

batch, all of the milk shall be cooled to 4 C in not more than the specified cooling time. If a volume of milk corresponding to the second milking is added to the tank, the total volume of the milk shall be cooled to 4 °C in not more than specified cooling time.)

3.2.2. Refrigeration System

The refrigeration system shall be designed to comply with ISO/R1662 and to meet the requirements of milk tanks **(ISO 5708, Class 2A LI- Latest Version) or EN 13732:2013.**

3.2.3. Accessories

Accessories like electric & control cables, control panel, temperature sensor, refrigeration control valves & fittings etc. shall be of approved make only and shall meet the requirement of the latest relevant **ISO/BIS codes.**

4. SCOPE OF THE BIDDER

4.1. Scope

The bidder's scope starts from SS 304 tray, having an outlet connection, for receiving the milk. The milk from the tray shall be collected in a balance tank and from the balance tank it shall be pumped to bulk milk cooler. The balance tank shall be of AISI 304 construction. The balance tank shall have minimum capacity of 200 litres. From BMC, the milk shall be transferred to Road Milk Tanker (RMT) through flexible hose and milk pump supplied along with BMC.

4.2. Supply

The bulk milk cooler shall be a complete unit with the refrigeration system, agitator, lockable inlet & outlet valve with strainer. A receptacle vat with flexible food grade pipe, unions and milk transfer pump shall also be supplied along with BMC.

Water Heater (minimum 250 litres capacity per day and SS Insulated hot water storage tank 250 lit capacity with interconnecting SS 304 pipes asbestos insulated be provided for cleaning of BMC tank and other equipment at DCS. Hot water tank shall be insulated and clad with SS sheet in welded construction.

4.3. Installation & Commissioning

The total job is on turn-key basis and includes supply, installation, testing, commissioning and training of the field personnel. Minor civil works, providing & grouting supports are included in the scope Moreover; supplier has to demonstrate performance trial runs after commissioning of the unit to the Client. Any other item not mentioned explicitly, but required for proper functioning of the system, has to be provided by the bidder at no additional cost to the client.

5. CONSTRUCTIONAL FEATURES

5.1. Bulk Milk Cooling Tank

5.1.1. Material of construction

Tank inner, outer, intermediate dimpled jacket & top open able cover shall be fabricated from Stainless Steel AISI 304 material. All piping, fittings filter body, lockable cover, agitator shaft & blade adjustable ball feet, dip stick, outlet & inlet valves & blank flanges shall also be made out of AISI 304. The filter screen shall be from AISI 304 fine wire mesh. All the gaskets shall be of food grade nitrile or neoprene rubber material. The bottom evaporation surface in contact with milk shall be passivity by standard treatment to impart corrosion resistance.

5.1.2. Shape & Orientation

The preferred shape of the tank shall be closed type elliptical with top man hole.

5.1.3. Tank Fittings & accessories

The tank shall be provided with no-foam inlet, outlet valve & blank union with locking arrangement, inspection window/ manhole with locking arrangement, agitator, and top cover with locking arrangement. All SS fittings shall be of Stainless Metric Stock (SMS) standard. Top cover lifting handle and approach ladder for manhole cover shall be an in-built feature of the unit. The tank shall be provided with AISI 304 adjustable ball feet having provision of 50 mm height adjustment. Number of ball feet shall be 6-8 for the tank. The tank shall be equipped with agitators) capable of producing a uniform distribution of fat in the milk.

The tank shall be provided with SS calibrated dipstick to measure the volume of milk inside the tank. A union with a blind SS plate should be provided so as to

plug the outlet valve of the tank to prevent entry of unwanted materials. At the bottom of the outlet cup on the outer surface, a temperature sensor shall be permanently fixed. It shall sense the temperature of the surface at the outlet and transmit the signal to the digital indicator. The temperature indicator shall be provided in the control panel.

5.1. Insulin Cloth

The system is to be provided with insulin cloth at the vat.

5.1.5. Stainless Steel Sanitary Milk Pump

A suitable capacity milk pump shall be supplied for pumping of milk from balance tank to BMC and unloading of milk from BMC to milk tanker. Pump impeller & casing shall be made out of SS AIST 304 material. All milk contact surface shall be finished to min. 150 grit. The pump should be of sanitary design. Inlet & outlet of the pump shall end with SMS union. The pump shall be provided with approved make motor having JE/F class insulation and IP 55 protection. The flanged end motor shall have stainless steel shaft having hygienic mechanical sealing arrangement to prevent leakage from pump casing to rotor side of the motor. Pump shall be covered with SS shroud having air ventilation grill. The pump shall have SS adjustable ball feet. Make of the pump shall be approved by the PROJECT MANGER the pumps should work on three.

5.1.6. Stainless Steel Process Pipe and Fittings

Stainless Steel AISI 304 process pipe shall be used for milk transfer from balance tank to Bulk Milk Tank either gravity flow or through SS sanitary milk pump and CIP line. The pipe shall be welded type having minimum 2.0 mm thickness. Inside of the tube shall be acid pickled and outer surface mirror polished. All bends and Tees required to complete milk and CID lines shall also be manufactured from the prime quality process tube as described above. All the valve and fittings required shall be AISI 304

SMS standard made out of entire investment casting or forging. The milk contact surface shall be ground smooth or lapped, having minimum surface roughness 150 grit. The outer surface shall be mirror polished. Material of gasket for milk application shall be neoprene / nitrile rubber. The required number of two way / three way valves should be provided. There should be adequate pipe up to the Tanker loading of the milk collection center for easy unloading into tankers. At every three meter pipe a union shall be provided so as to facilitate manual

cleaning. 1 feet S.S. plate should be supply for BMCU leg foundation and the plate thickness should be 6mm in each leg. S.S. pipe should be fitting with hinge type clamps.

5.1.7. Insulation

The insulation of the tank shall be done by injection, in situ, of high density (minimum 40 kg/m³, CFC free and environmental friendly) polyurethane foam without having any imperfection and hygroscopicity. The efficiency of insulation should be such that at max 34 degree C. ambient temperature, the rate of rise of the mean temperature of the milk, initially at about 4 Deg. C shall not exceed by one Deg. C in four hours when the rated volume is allowed to stand undisturbed as per the requirement of ISO 5708 2A II (latest version) or EN 13732:2013 when the refrigeration unit is not working.

5.1.8. Cleaning In Place (CIP)

Cleaning- In- Place facilities shall be provided in-built into the tank and which shall include CIP spray ball (s) and piping from milk reception/balance tank through milk transfer Pump to bulk milk cooler, AISI-304 tank of 50-lit capacity for preparation of CIP solution. As mentioned at clause 4.2 above, water heater must be provided for supply of hot water for manual cleaning as well as CIP and auto CIP system should be given.

5.1.9. Welding & Finishing

Inner, outer, intermediate dimpled jacket and nozzle connections shall be welded with TIG Process only. The inner shell and all other product contact surface shall be polished up to minimum 150 grit finish. The outer surface to be polished with 150 grit dull finish or a circle finish.

5.2. Refrigeration System

The refrigeration system shall be designed to comply with ISO/R1662 and to meet the requirements of milk tank (ISO 5708. Class 2A II - Latest Version) or EN 13732:2013. The refrigeration system shall be of direct expansion type, with CFC free environmental friendly refrigerant to cool the raw milk from reception temperature to 4 Deg. C in the prescribed time frame mentioned at 3.2.1. The evaporators) of the refrigeration system shall form a part of the milk tank body as dimpled jacket in the bottom plate at least up to ⅓(one third) height of the elliptical (closed) tank. Preference shall be given to systems which would be compatible for the Futuristic Refrigerant (R 407 C).

5.2.1. Compressor

The refrigeration compressor (s) shall be scroll, hermetically sealed type suitable for Kenyan climatic conditions. The motor of the compressor should have a thermostat temperature sensor embedded in windings for protection from excessive heating due to overloading or short- circuiting. Similarly, a protection against off cycle migration of refrigerant to the compressor is necessary in the refrigeration unit, preferably a self-regulating PTC crank case heater.

Client shall approve Emerson Climate Technologies Make(s) of the compressor & condensing unit. The compressors selected should be energy efficient and consume least power to meet the cooling load requirements. For three phase compressor motors, star /delta starters will be preferable to reduce the starting current.

5.2.2. Condenser

The condenser shall be air cooled finned tube type having sufficient heat transfer area when the unit is operating at extremely high ambient temperature. The air circulation fan shall be induced draft type throwing hot air out of the place of installation. There should be a provision for safety cover for the unit.

5.2.3. Receiver

For refrigeration circuit a suitable size liquid receiver to assist system during pump down cycle as well as to store refrigerant in case of maintenance should be provided duly mounted on the skid near compressor(s).

5.2.4. Thermostatic Expansion Valve

Suitable size and capacity Thermostatic valve should be provided in the refrigeration circuit of the bulk milk cooler. The TX valve should be Maximum Operating Pressure type of reputed make and of adequate capacity to feed optimum quantity of refrigerant to the evaporator.

5.2.5. Evaporator

In cylindrical/ elliptical tank the jacket shall be at least up to $\frac{1}{2}$ height of the tank. The gap between inner shell and jacket plate shall be such that maximum heat transfer takes place in direct expansion of the refrigerant in the jacket. The zigzag path for refrigerant travel shall be designed in such a way so that it reaches up to the extreme corner of the bottom plate. In case of double compressor, total evaporator

area shall be divided and separated into two sections. Each section shall have separate suction & discharge connecting to each compressor. The evaporator surface in contact with the milk should be passivated by standard treatment to impart corrosion resistance. The Evaporator plate should be laser welded.

5.2.6. Refrigerant pipe, fittings & controls

All pipes, valves, fittings & controls shall comply with the latest relevant code applicable.

Isolation valves at suction & discharge sides of the compressors should be provided for compressor isolation, during maintenance of the system. The make of each item shall be approved by the Project Manager. Copper/ SS tubing shall be routed in such a way that if any leakage occurred during operation can easily be detected and the defective portion can be repaired/ replaced without dismantling the whole system. All the pipes shall be clamped properly with fixed support. In case of double compressor system, pipe, fitting & control should be designed in such a way that both the compressors can run independently. The tubing shall be insulated wherever necessary.

6. ELECTRICAL CONTROL PANEL

6.1 Control Panel

Three control panels shall be provided, one for the main power supply tapping, second for the refrigeration unit and the third for the milk tank each panel shall be provided with MCB's of suitable ratings for switching and protection as per the system requirement. The incoming and outgoing power supply terminals shall be covered and secured with a lead seal to prevent tampering. The door of the panels should be provided with lockable handles.

6.1.1. Main Control Panel

This panel should be suitable to tap the incoming State Electricity Board supply and feed the refrigeration unit, agitator motor and milk unloading pump (from balance tank) and dispatch pump. It should be provided with necessary phase indication lamps (LED type), contactors, Miniature Circuit Breakers (MCBs), ammeter, voltmeter, energy-meter, frequency meter, push buttons. Voltage stabilizer (servo type) and single-phase preventer, wherever applicable, of suitable ratings should

be supplied.

The supplier should find out the voltage variation in the State Electricity supply in the region before supplying the equipment. The voltage variation from the State Electricity supply may be assumed to be 415 volts in case of three phase mains supply.

6.1.2. Refrigeration Control Panel

The refrigeration unit shall be provided with a control panel made out of Stainless Steel suitable for wall mounting near the unit. The panel shall be provided with motor starters, ON/OFF push buttons & necessary MCBs, control wiring, line voltage controller to guard the compressor against the supply voltage fluctuations. The panel shall also have facility to operate refrigeration unit on auto/ manual mode in the auto mode, as soon as the milk temperature reaches to pre-set value, the compressor should switch off to avoid freezing of milk.

6.1.3. Milk Tank Control Panel

The milk tank shall be provided with a wall mounted control panel with timer to control the intermittent operation of the agitator & a digital temperature indicator (with a battery back-up) to indicate the milk temperature to one decimal place with least count of 0.10 C on continuous basis. In case of power failure alternate arrangement should be available to know the temperature (stem thermometer). It shall include MCBs etc. as required for switching & protection.

The agitator (s) shall have interlocking arrangement with top cover opening limit switch. The limit switch shall put off the agitator as soon as the top cover opens up.

6.1.4 Cables & Electrical Switch gears

All electrical switchgears and controls required for the complete system shall be of reputed make and of suitable rating & use for copper wire.

7. Water

7.1. Water for cleaning

A 1000 liters capacity overhead tank - closed type with manhole for maintenance only Sintex Brand Name make (doubled walled) - MOC-HDPE with necessary GI class B pipe of ½" along with single phase mono-block pump for filling of the overhead tank from the main supply is in the scope, The scope also includes GI Class B piping from overhead tank to a convenient point near the BMC.

7.2 Gateway Valve used in water Piping.

Inlet water shall be taken through the overhead water storage tank so that no power is required for the system. The membrane should be suitable to work at least for three years. The balance tank shall be used for storage of the treated water for the CIP of the BMC system. The unit should be suitable for outdoor mounting. The filtered water shall also be supplied as input to the solar water heating system.

8. INSTALLATION, COMMISSIONING & TRAINING

8.1. Installation

Installation of all equipment, including minor civil works such as providing galvanized steel supports, clamps etc. required to secure the equipment to walls and floors, necessary conduit to lay & connect all electrical and control circuits is included in the scope. Major civil works will be undertaken by the owner. All tools & tackles required to execute the job shall be made available by the supplier.

8.2. Commissioning

Supplier shall arrange commissioning & performance trial runs of the bulk milk cooling system to the satisfaction of the client. All the consumables required during commissioning of the plant shall be supplied by the supplier.

8.3. Training

Supplier shall arrange for training of the team of DCS staff for efficient operation and maintenance of the complete system.

9. Tool box

A GI sheet toolbox containing one set of all necessary tools required for regular maintenance of the unit shall be supplied along with the BMC. (1.Set of Spanners (All Required for Maintenance), 2.Hammer, 3.Plier, 4.Screw Drive, 5, Union Spanners)

10. GENERAL REQUIREMENT

10.1. Technical Details

The bidder shall provide all the technical details, as per the format enclosed as appendix over and above the general description in each section.

10.2. Makes of Items

The bidder shall provide a comprehensive list of makes of all the bought out items fitted in the bulk milk cooling system. It is to be ensured that all the makes considered shall be of internationally / nationally repute and of proven quality. Manufacturing of all these items shall be in accordance to the relevant international /national code. The bidder should mention at least one alternative make with complete details. Bidder shall obtain necessary approval from client for makes of all bought out items.

10.3. Equipment Selection criteria

Bidder shall submit along with the offer detailed calculations with proper justification for selection of compressor (s), evaporator (s), condenser (s), fan (s). Thickness of tank, milk pump, insulation material and thickness, DG Set etc.

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**

TO: THE COUNTY SECRETARY
COUNTY GOVERNMENT OF NYERI
P.O. BOX 1112 - 10100 NYERI

Gentlemen and/or Ladies:

RE: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BULK MILK COOLERS
CONTRACT NO: CGN/ALF & CD/76/2016-2017

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, deliver, install, test and commission **BULK MILK COOLERS** in conformity with the said tender documents for the sum of Kshs. _____ [Amount in figures]

Kenya shillings _____ [Amount in words]

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, test 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 THE COUNTY GOVERNMENT OF NYERI.
- 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 may be accepted at any time before the expiration of that period.
- 5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
- 6. We understand that you are not bound to accept the lowest or any tender that you may receive.

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 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name.....

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax

E mail

Nature of Business ,.....

Registration Certificate No.

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

Date Seal/Signature of Candidate

7.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of
submission of tender] for the supply, installation and commissioning of
.....[name and/or description of the equipment]
(hereinafter called “the Tender”)
KNOW ALL PEOPLE by these presents that WE
..... of having our registered
office at (hereinafter called “the Bank”), are bound unto
..... [name of Procuring entity} (hereinafter called “the Procuring entity”)
in the sum of for which payment well and truly to
be made to the said Procuring entity, the Bank binds itself, its successors, and
assigns by these presents. Sealed with the Common Seal of the said Bank this ____
_____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

COUNTY GOVERNMENT OF NYERI

WHEN REPLYING PLEASE QUOTE
OUR REFERENCE NO AND DATE.
ALL CORRESPONDENCES TO BE
ADDRESSED TO THE COUNTY
SECRETARY



P.O. BOX 1112-10100
NYERI
Telephone 061 2030700
Fax No. 061 2030537
Email: infonyericounty@gmail.com

7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between

COUNTY GOVERNMENT OF NYERI of **KENYA** (hereinafter called “the Procuring entity”) of the one part and

.....[*name of tenderer*] of [*city and country of tenderer*]
(hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BULK MILK COOLERS

CONTRACT NO: CGN/ALF & CD/76/2016-2017

and has accepted a tender by the tenderer for the supply of those goods in the sum of

Kshs _____ [*Amount in figures*],

Kenya Shillings _____

_____ [*Amount in words*].

(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

Issued by the County Government of Nyeri: January, 2017

- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby 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 whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

1. Name & Signature.....Date.....
(Authorized Officer: County Government of Nyeri)

2. Name & SignatureDate.....
[Contractor/Supplier (Proprietor)]

Witnessed by:

1. Name & Signature.....Date.....
(Authorized Officer: County Government of Nyeri)

2. Name & Signature.....Date.....
(Witness of the Contractor/Supplier)

7.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
_____ [reference number of the contract] dated _____ 20 _____ to
supply [description of goods]
(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

Issued by the County Government of Nyeri: January, 2017

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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 of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

7.8. 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/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.9

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED

Board Secretary