



AGRICULTURE AND FOOD AUTHORITY

TENDER

**TENDER NAME: INTERNATIONAL TENDER FOR UPGRADING OF TWO (2)
CANE TESTING UNITS, PROVISION OF SUPPORT AND
MAINTENANCE SERVICES IN KENYA**

TENDER NO: AFA/T/02/2020/2021

**The Director General
Agriculture and Food Authority
Tea House, Naivasha Road, off Ngong Road
P. O. Box 37962 - 00100
NAIROBI
Tel: (+254 2) 3872421/3874445/6
Cell :(+254) 734 - 600944
(+254) 722 – 200556
Website: www.afa.go.ke**

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
SECTION I: INVITATION TO TENDER NOTICE.....	3
SECTION II: INSTRUCTIONS TO TENDERERS	5
APPENDIX TO INSTRUCTIONS TO TENDERERS	19
EVALUATION CRITERIA	21
A) Preliminary and mandatory requirements (MR).....	21
B) Technical Evaluation (2.13.1 of the tender document).....	22
C) Financial Evaluation	23
SECTION III: GENERAL CONDITIONS OF CONTRACT.....	25
SECTION IV: SPECIAL CONDITIONS OF CONTRACT	30
SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES.....	31
SECTION VI: TECHNICAL SPECIFICATIONS	32
SECTION VII: STANDARD FORMS.....	40
FORM OF TENDER	40
CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	41
TENDER SECURITY FORM.....	42
CONTRACT FORM.....	43
PERFORMANCE SECURITY FORM	44
BANK GUARANTEE FOR ADVANCE PAYMENT	45
MANUFACTURER’S AUTHORIZATION FORM.....	46
LETTER OF NOTIFICATION OF AWARD	47
FORM RB 1	48
SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.....	49
SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.....	50

SECTION I: INVITATION TO TENDER NOTICE

18th August 2020

**TENDER NAME: INTERNATIONAL TENDER FOR UPGRADING OF TWO
(2) CANE TESTING UNITS, PROVISION OF SUPPORT AND
MAINTENANCE SERVICES**

TENDER REF NO: AFA/T/02/2020/2021

1.1 The Agriculture and Food Authority invites sealed tenders from eligible local and international (individual or consortium) tenderers for upgrading the two (2) Pilot Cane Testing Units (CTUs) at Nzoia Sugar Company Ltd. and South Nyanza Sugar Company Ltd. This is intended to bring them to par with the nine (9) CTUs installed at Mumias Sugar Company Ltd., Butali Sugar Mills Ltd., West Kenya Sugar Company Ltd., Kibos Sugar and Allied Industries Ltd., Chemelil Sugar Company Ltd., Muhoroni Sugar Company Ltd. (In Receivership), Sukari Industries Ltd., Transmara Sugar Company Ltd. and Kwale International Sugar Company Ltd. This will achieve uniformity, ease of maintenance and operation of the payment system. The successful tenderer will in addition be expected to provide comprehensive support and maintenance of the total eleven (11) CTUs for a period of three years. In the case of a consortium, the lead partner may submit their tender document on behalf of the consortium.

1.2 Tender documents with detailed information and instructions may be viewed and downloaded from Agriculture and Food Authority website - www.afa.go.ke and Public Procurement Information Portal (PPIP) – www.tenders.go.ke free of charge.

1.3 Prices quoted should be net inclusive of all taxes, in Kenya Shillings or US Dollars or in any other freely convertible currency and shall remain valid for (90) days from the closing date of the tender.

1.4 Duly completed tender documents in plain sealed envelopes should be submitted to the following address and clearly marked with the Tender Number and Name

**The Director General
Agriculture and Food Authority
Tea House, Naivasha Road, off Ngong Road
P. O. Box 37962 - 00100
NAIROBI, Kenya**

or be deposited in the Tender Box located at the Reception of the Tea House so as to be received on or before **2nd September 2020 at 11:30 hours (local time).**

Late tenders will be rejected.

1.5 Tenderers who may wish to submit soft copies of tender documents shall do so by **encrypting their documents in PDF** and sent them to tenders@afa.go.ke on or before

the closing date indicated in this invitation to tender notice and forward the **password** to the same e-mail **on the opening date** to enable the submitted soft bids be opened together with hard copies submitted.

- 1.6 Tenderers may request clarifications on this tender up to five (5) days before the tender submission date. The clarifications/addenda shall be posted on the AFA website www.afa.go.ke/tenders and the Public Procurement Information Portal www.tenders.go.ke. Any request for clarification must be delivered, mailed or e-mailed to:

The Director General
Agriculture and Food Authority
Tea House, Naivasha Road, off Ngong Road
P. O. Box 37962 - 00100
NAIROBI
E-mail: tenders@afa.go.ke

- 1.7 Tenderers are required to serialize all pages including any attachment of the tender document.
- 1.8 The submitted tender documents will be opened on **2nd September, 2020 at 11.30 hours (local time)**, immediately after closing time. The opening will take place at the Agriculture and Food Authority Offices, Tea House, Ground Floor, Tea Directorate Conference Hall, situated on Naivasha Road, off Ngong Road, Nairobi, Kenya. Tenderers or their representatives who wish to attend the opening are invited.
- 1.9 Foreign Tenderers participating in this international tender must demonstrate in the tender document that at least forty percent (40%) of goods and services of the total tender price shall be sourced from Kenyan citizen contractors.
- 1.10 The tender is only open to those who meet the requirements for eligibility contained in this tender document.
- 1.11 Agriculture and Food Authority 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.

DIRECTOR GENERAL

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

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs. 5000.00

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

2.4. Contents of Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire Form
- (xiv) Declaration form
- (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 tenderer shall remain fixed during the Tenderer'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 any other freely convertible currency.
 - (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. The tenderers shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer

has been duly authorized by the equipment Manufacturer or producer to supply the equipment;

- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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

- a) a detailed description of the essential technical and performance characteristic of the equipment
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical 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.

2.14.1 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.2 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

2.14.3 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.

2.14.4 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

2.14.5 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.

2.14.6 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

2.14.7 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 Tenders 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 **2nd September 2020 at 11:30 hours**."

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **2nd September 2020 at 11:30 hours**.

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

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

2.19 Modification and Withdrawal of Tenders

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

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **2nd September, 2020 at 11.30 hours**, and in the following location.

**Agriculture and Food Authority Offices,
Tea House, Ground Floor, Tea Directorate Conference Hall, situated on
Naivasha Road, off Ngong Road, Nairobi,**

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 affect 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's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 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.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Eligible tenderers are both local and international (Individual or consortium)
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.
2.3.2	This is an online tender document and the soft copy to be downloaded from www.afa.go.ke and PPRA Suppliers portal PPIP free of charge.
2.17	one original hard copy as per the instruction contained in this clause (2.17) OR submit soft copies of tender documents by encrypting the documents in PDF and sent them to tenders@afa.go.ke on or before the closing date indicated in the invitation to tender notice and forward the password to the same email on the opening date to enable the submitted soft bids be opened together with hard copies submitted. Submitted soft copies which are not encrypted shall not be opened.
2.18.1	Deadline of submission of the tenders is 2nd September 2020 at 11:30 hours local time
2.51	Tenderers may request clarifications on this tender up to five (5) days before the tender submission date
2.20.1	Opening of tenders 2nd September 2020 at 11.30 hours at: Agriculture and Food Authority Offices, Tea House, Ground Floor, Tea Directorate Conference Hall, situated on Naivasha Road, Off Ngong Road, Nairobi-Kenya

2.22	Preliminary/Eligibility/Mandatory requirements - indicated below.
2.18.1	2nd September, 2020 at 11.30 hours,
2.20.1	As in 2.18.1 above
2.29 2.30	Within Thirty (30) days of the receipt of notification of award from the Authority, 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.
2.26	Award Criteria; 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 for both the upgrade and support and maintenance, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily for a period of three years subject to satisfactory performance during the contract period.

EVALUATION CRITERIA

A) Preliminary and mandatory requirements (MR)

Bidders must meet the following preliminary and mandatory Requirement.

No	Requirements	
MR 1	Submit a copy of Company's Certificate of Registration Incorporation/Business name OR Equivalent	
MR 2	Provide copy of the Company's current Tax Compliance Certificate issued by Kenya Revenue Authority OR Equivalent by International bidders	
MR 3	Submit Valid CR 12/C13 Form for Kenyan tenderers and equivalent for international tenderers (Company Registration document indicating the owners of the Entity)	
MR 4	Original Bid Bond (Tender Security) of Five Million Kenya Shillings (Ksh.5 million) or equivalent in US Dollars or in any other freely convertible currency and valid for 90 days from the date of tender opening. The bid bond should be in the form of a bank guarantee issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority for citizen contractors or Equivalent for international tenderers	
MR 5	Duly completed Business Questionnaire (Attached)	
MR 6	Duly completed Tender Form signed and Stamped (Attached)	
MR7	Duly signed declaration Form that tenderers will not engage in Corrupt or Fraudulent Practices (Attached).	
MR 8	Provide a warranty and free maintenance for a period of 12 months for new equipment bought for the upgrading of the two (2) Cane Testing Units	
MR 9	Provide proof of Authorization & Support by the equipment manufacturers to sell/service the products in Kenya or East Africa. A letter of Authorization /Tenderer recommendation should be signed by the manufacturers or the authorised dealers	
MR 10	Foreign Tenderers participating must demonstrate in the tender document that at least forty percent (40%) of goods and services of the total tender price shall be sourced from Kenyan citizen contractors by submitting a Profile and mandatory requirements (MR1, MR2, MR3) above, the type and value of services and goods to be sourced from the citizen contractors.	

Tenderers who do not meet all of the above mandatory requirements will be declared non responsive and disqualified from further evaluation.

B) Technical Evaluation (2.13.1 of the tender document)

B1. Tenderers are required to submit their proposal on the equipment, services and works for both the upgrade, support and maintenance that conform to the technical specifications as contained in section 6.2.3 of this tender document. Where the tenderers have different type of equipment and software for the upgrade of the two (2) Cane Testing Units deviating from the technical specification declared, they must demonstrate the compatibility with the existing infrastructure of the operating nine (9) CTUs.

B2. Relevant experience and Technical Experience of the Tenderers

The tenderer must have similar past experience in supply, installation, commissioning, support and maintenance of at least five (5 No.) Cane Testing Units in Sub-Saharan Africa in the last five years.

Proof/ Evidence to be considered will be submission of certified copies of Contracts, Recommendation letters from clients, Certified Service Level Agreements. Lack of proof of past similar experience by the tenderer will be deemed to be lack of practical experience.

B3. Financial Capacity of the Tenderer.

The tenderer is required to submit audited accounts in line with the applicable International Accounting Standards for the last two years (year 2018 & year 2019)

The tenderers whose technical proposal on the above do not meet the specifications, lack practical experience and financial capability as stated above will be declared Technically Non Responsive and disqualified from further analysis

C) Financial Evaluation

Financial evaluation will be guided by the requirements contained in the tender document.

Upgrading of the two (2) CTUs

Tenderers shall cost all items as enumerated in the technical specifications. Pricing to be done in Kenya shillings, US Dollars or any other easily convertible currency. The Price schedule templates may be adjusted as per the tenderers proposed items and details where necessary.

Price Schedule Template

No.	Item Description	Quantity	Unit Price Kshs. Or US dollars	Installation Period	Installation Price	Total Price Kshs. or US dollars
	Provisional sum for Laboratory building for Nzoia Sugar Company Ltd.					Kshs. 25,000,000
	Provisional sum for Modification of the Laboratory building for South Nyanza Sugar Company Ltd.					Kshs. 20,000,000
					Total Price	

Price Schedule for provision of Support and Maintenance Services for three (3) years.

Tenderers to cost all the items as per the technical specifications for the provision of Support and Maintenance Services. Any additional cost by the tenderer must be costed.

No.	Item Description	Quantity	Unit Price Kshs or US dollars	Total Price Year 1	Total Price Year 2	Total Price Year 3
1.						
2.						
3.						
	Total Annual Price					

Grand total shall be Total cost of the upgrade of the CTUs + Total Price of provision of Support and Maintenance for the three years. The grand total price shall be transferred to the Tender Form.

Authorized Official: _____
Name

Signature

Date

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 superceded by provisions of other parts 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 late than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in 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 the 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 manufacture 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 judgement 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 e-mail and confirmed in writing to the other party's address specified.
- 3.22.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. 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	Performance Security will 5% of the Tender Price
3.12.1	Letter of Credit for imported goods/parts. Payment after services/goods/works has been inspected and accepted by the client. Provision of support and maintenance cost will be paid annually
3.19.	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 this Agreement shall be referred to an Arbitrator. The seat of Arbitration shall be in Nairobi, Kenya and the Arbitrator shall be appointed by mutual consent of the parties hereto.

(Complete as necessary)

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES

No.	Item Description	Quantity	Unit Price Kshs	Installation Period	Installation Price	Total Price Kshs.
					Total Price Kshs.	

Authorized Official: _____
Name

Signature

Date

(amend format as necessary)

SECTION VI: TECHNICAL SPECIFICATIONS

6.2 UPGRADING OF TWO (2) CANE TESTING UNITS, PROVISION OF SUPPORT AND MAINTENANCE SERVICES

6.2.1 BACKGROUND

The Agriculture and Food Authority (AFA) is a State Corporation established under Section 3 of the Agriculture and Food Authority Act 2013. The mandate of AFA is to administer the Crops Act and to promote best practices in agriculture through, regulation, promotion and development of the crops value chains as scheduled in the Crops Act, 2013. The Sugar Directorate is one of the Directorates under AFA.

The sugar industry in Kenya plays a significant role in the country's socio-economic development including food security, employment creation, rural development and a source of livelihood for over 8 million Kenyans. The sector is a source of income for over 400,000 smallholder farmers who supply over 90% of the milled cane.

In line with its strategic agenda, the Government of Kenya (GoK) identified one of the sugar industry initiatives as transitioning from a system where sugarcane is paid for based on weight to that where payment is based on quality (sucrose content being the main quality parameter). This shift is also an implementation road map towards competitiveness and effective service delivery in the sugar sub-sector, and to enhance competitiveness in EAC, COMESA, and the global sugar market.

To actualize this transition, two pilot Cane Testing Units were installed at Nzoia Sugar Company Ltd. and South Nyanza Sugar Company Ltd. Later, nine (9) additional Cane Testing Units were installed at Mumias Sugar Company Ltd., Butali Sugar Mills Ltd., West Kenya Sugar Company Ltd., Kibos Sugar and Allied Industries Ltd., Chemelil Sugar Company Ltd., Muhoroni Sugar Company Ltd. (In Receivership), Sukari Industries Ltd., Transmara Sugar Company Ltd. and Kwale International Sugar Company Ltd.

6.2.2 Description of the service being sought

AFA is seeking bidders to undertake:

1. Upgrade of the two (2) pilot Cane Testing Units at Nzoia Sugar Company Ltd. and South Nyanza Sugar Company Ltd. to bring them to par with the nine (9) above. This is for purposes of uniformity and ease of operation and maintenance of the payment system;
2. Comprehensive Support and Maintenance of the Cane Testing Units.

6.2.3 TECHNICAL SPECIFICATIONS FOR UPGRADE, SUPPORT AND MAINTENANCE OF CTUs

6.2.3.1 UPGRADE OF 2 (NO.) CTUs

The technical specifications for the upgrade of the 2 No. CTUs detailed below match the existing nine (9) Cane Testing Units. The tenderer must therefore demonstrate the proposed equipment, software and services for the upgrade are compatible with the existing investment.

The Technical Specifications have been split into the following eight (8) items of tender
ITEM 1: OBLIQUE SUGAR CANE CORE SAMPLER

Description	Quantity
<p>Oblique Sugar Cane Core Sampler consisting of a mechanized probe mounted on a robust steel frame capable of penetrating the sugar cane load from a specified sampling point and angle(s) to allow the extraction of samples, from whole or chopped cane, directly from a truck. The probe carrier should be capable of lateral movement to straddle 2 truck-lanes. The platform for this assembly should be of a design that allows coverage of a 2 truck-lane configuration, where the cane core sampling assembly could move to sample cane from transport trucks on either side of the analytical laboratory building or sampling lanes.</p> <p>Oblique Sugar Cane Core sampling equipment capable of:</p> <ul style="list-style-type: none">• Taking one sample (5 - 20 kg) from standard cane trucks (average 6 - 8 tonnes) from either side.• Probe angling of 55 degrees from the perpendicular or vertical of the vehicle.• Taking samples from different sections of the truck with a maximum height of 5 metres, average width of 2.5 m and length of 7 meters.• Adjustable probe capable of penetrating the load to at least 3 meters to allow a representative portion of the cane load to be included in the extracted sample with the insertion point being randomly variable.• Probe diameter 150 to 225 mm fitted with a replaceable hard-surfaced saw-toothed head piece• The sampling rate must be at least 25 per hour.• The core sampler to be operated by push buttons situated at ground level in a covered structure.• Means to be provided for the operator to control the location and stopping point of the cane trucks via traffic lights and for the operator to collect/scan electronic load identification data from the truck/driver.• Demonstrate that proposed equipment is capable of rugged and reliable operation in outdoor tropical conditions and has been supplied and successfully operated in at least 5 tropical sugar cane growing countries in the last 10 years. Proof to be submitted with the tender	2

ITEM 2: DRY LABORATORY FOR DIRECT CANE ANALYSIS

Description	Quantity
<p>Laboratory Cane Analysis Equipment for each laboratory:</p> <p>The cane analysis equipment shall, at the minimum, enable the determination of the brix, pol and fibre of a sample of cane obtained by the cane core sampler. The equipment shall include an automatically controlled laboratory cane sample preparation device (cutter/grinder/shredder); an automatically controlled conveyor for automatic presentation of homogeneously packed and leveled shredded cane sample for NIR spectrometer reading; NIR spectroscopic measurement equipment and data capture tools.</p> <p>Cane analysis equipment consisting of:</p> <p>1. Laboratory cane shredders/cutter-grinders capable of shredding cane samples 5 - 15kg each of cane to a preparation index >90% within 5 minutes at 1,200 rpm and with homogenization capacity of 40 - 60 samples per hour with provision for a cane sorting table for removal of foreign matter prior to shredding. The shredder to be coupled directly to the automated cane presentation system and shall also receive cane samples directly from the core sampler without manual intervention</p> <p>2. Read conveyor for automatic cane sample presentation system for automated presentation of homogeneously packed and leveled shredded cane sample for NIR spectrometer reading. The cane sample presentation system shall be automatically activated and stopped upon sensing of cane presentation from the shredder and completion of sampling. The unit shall be capable of processing 300 - 400 samples per day</p> <p>3. FT-NIR Mass Spectrometer having wavelength range 12,800 – 4,000 cm⁻¹ for direct analysis of shredded cane. It shall be supplied complete with all accessories to enable continuous operation from receipt to disposal of sample. Global sugar cane calibration prediction models for prediction of brix in juice (BIJ), moisture, fibre and polarimeter reading (PR) to be supplied together with the FT-NIR Spectrometer and cane presentation system. The sugar cane test results to be read/written directly to the laboratory information management system. Minimum performance parameters as follows:</p> <ul style="list-style-type: none"> • Spectral range: 12,800 - 4,000 cm⁻¹ • Measuring speed: up to 5 scans/sec at 8 cm⁻¹ resolution • Resolution: max. 2 cm⁻¹ • Wavenumber reproducibility: better than 0.04 cm⁻¹ • Wavenumber accuracy: better than 0.1 cm⁻¹ • Photometric accuracy: better than 0.1% T <p>4. Dry Lab consumables and spare parts for one year's operations to be</p>	2

supplied	
5. At least one year's warranty to be given while availability for maintenance and support service to be available for 3 years	

ITEM 3: LABORATORY BUILDING AT NZOIA SUGAR COMPANY

Description	Quantity
Provisional sum of Kshs. 25 million for the Turnkey design and construction of a laboratory building that shall house in separate rooms the wet and dry laboratories including all laboratory equipment and personnel. Construction will include foundations for the sampling equipment, ramps for parking the trucks during sampling as well as utility rooms to support laboratory operations (Staff shower and WC, Kitchen, Server Room, Store room, Power room etc)	1

ITEM 4: LABORATORY BUILDING AT SOUTH NYANZA SUGAR COMPANY

Description	Quantity
Provisional sum of Kshs. 20 million for the modification of the existing laboratory building that shall house in separate rooms the wet and dry laboratories including all laboratory equipment and their personnel. Modification will include construction of a second sampling lane, foundations for the sampling equipment as well as utility rooms to support laboratory operations (Staff shower and WC, Kitchen, Server Room, Store room, Power room etc)	1

ITEM 5: LABORATORY INFORMATION CAPTURE, MANAGEMENT AND CANE PAYMENT SYSTEMS

Description	Quantity
Supply, Installation, commissioning of Laboratory Information Management System (LIMS) and associated hardware (Servers and PCs), software, training and technical support (for 3 years). 1. Every cane Testing Unit must be supplied with a robust laboratory information management system capable of capturing primary data at the weigh bridge, and generate documents and reports at the weighbridge, sampling point, laboratory and payment point. At the minimum it should allow; a. Hosting on common commercial platforms such as Oracle, LINUX,	2

<p>SQL, WINDOWS and equivalents.</p> <ol style="list-style-type: none"> Enable the programming, coding and periodic updating of the industry approved cane payment formula and cane payment rules and regulations including ICUMSA Cane Testing Standards Automatic sampling data capture and entry from measuring equipment and laboratory instruments. Capability to interface with existing millers' ERP, cane payment system and cane weighbridge and also include weighbridge module for mills that may not have ERP or weighbridge modules systems Must include automated weighbridge cane receipt system. Cane receipt and payment module to be fully integrated with the cane testing, cane payment and data collection systems. Capability to include laboratory information management for the entire cane sugar agriculture and factory environment Provide accessibility through common general application software. Interacting with inter-linked data bases and operating systems. Allow for site specific customization. Incorporate communication technologies such as e-mails, Auto Fax, SMS etc <ol style="list-style-type: none"> Demonstrate that the proposed Cane LIMS is currently in use on an industry/sector wide basis in at least 3 sugar cane growing countries in Sub-Saharan Africa and has been implemented in the last 5years Software licenses to be provided for 6 users per site inclusive support for 3 years 	
---	--

ITEM 6. WET LABORATORY FOR CANE ANALYSIS

Description	Quantity
<p>Laboratory fully equipped with Instruments for wet analysis of cane for use as reference data for continual calibration of the FT-NIR spectrometer and update results directly to the laboratory information management system;</p> <p>(a) Key equipment required per laboratory are given below:</p> <p>(1) Refractometer/Brix Meter</p> <ul style="list-style-type: none"> ● High Accuracy ● Range from low to high viscosity ● Date and time function ● Measuring Range: RI 1.3000 – 1.5400 ● Bx 0 – 100% ● Resolution: RI 0.00001 ● Bx 0.01% ● Precision: RI ±0.00002 ● BX ±0.02% ● Working temperature: +5°C to +50°C ● Illuminated LCD display 	2

<p>(2) Wet Disintegrator for ICUMSA method</p> <ul style="list-style-type: none"> ● Shaft speed: Approx. 7,000rpm ● Bowl Capacity: approx., 4 litres with refrigerated cooling jacket ● Powered drive for lowering, tilting and emptying ● Digital display for timing functions ● Power source: 415V, 50Hz <p>(3) Polarimeter</p> <ul style="list-style-type: none"> ● Very High Accuracy ● Measuring Range: $\pm 360^\circ / \pm 259^\circ\text{Z}$ ● Resolution: $0.01^\circ / 0.05^\circ\text{Z}$ ● Precision: $\pm 0.01 / \pm 0.05^\circ\text{Z}$ ● Power Source: 240V, 50Hz <p>(4) Digital Water Bath</p> <ul style="list-style-type: none"> ● Temperature range: Ambient $+5^\circ\text{C}$ to 99.9°C ● Temperature stability: $\pm 0.1^\circ\text{C}$ ● Internal water circulation by magnetic agitation ● Useful volume – 8L ● Electrical Supply: 240V, 50 Hz <p>(5) Top loading laboratory balance</p> <ul style="list-style-type: none"> ● Capacity: 3,000g ● Accuracy: 0.1g ● Integrated overload protection <p>(6) Hot air oven for drying fibre for fibre measurements</p> <ul style="list-style-type: none"> ● Capacity: >200 litres ● Temperature range: $+7^\circ\text{C}$ to 150°C ● Accuracy of $\pm 2^\circ\text{C}$ ● Uniformity $\pm 4^\circ\text{C}$ ● Power source: 240V, 50Hz <p>(7) Automatic Press Filtration Unit</p> <ul style="list-style-type: none"> ● Fast filtration – automatically adjusted to sample characteristics ● Sensor controlled operation ● Direct sample input ● Automated discarding of pre- and post-filtrate ● Lead-free sample preparation ● Temperature: 10 to 40°C ● Power source: 240V, 50Hz ● Pressurized air: Max. 10bar – 1.0 MPa ● Filtration pres. adjustable: Max. 5bar – 0.5 MPa. 	
---	--

<ul style="list-style-type: none"> ● Probe volume: Approx. 250 ml ● Sample volume: 50 ml sensor controlled 	
(b) WET LAB CONSUMABLES: Adequate Supply for one year's Operation to be provided.	

ITEM 7: TRAINING & KNOWLEDGE TRANSFER ON IMPLEMENTATION, OPERATION AND MANAGEMENT OF SUCROSE AND QUALITY-BASED CANE PAYMENT SYSTEMS

Description	Quantity
7.1 Training staff in Operations and Maintenance of the Cane Testing Units at each site	2
7.2 Knowledge transfer on set-up, operation and governance of sucrose and quality-based cane payment systems for client staff, millers and farmers representatives and other project stakeholders	
(Contractor and/or their partners to demonstrate and provide proof of having provided similar knowledge transfer for cane testing units in at least 2 sugar cane growing countries in the last 5 years)	

ITEM 8: COMPREHENSIVE SUPPORT AND MAINTENANCE SERVICE FOR 11 No. CTUs

The comprehensive support and maintenance provider will be expected to undertake the following:

I. Services

The Contract will cover preventative and corrective services, replacement of parts and consumables and labour provided during service times for equipment.

II. Preventative maintenance service

A proactive event which includes a pre-determined number of scheduled preventative visits to provide for the cleaning, testing & inspection of the Equipment to ensure that all components are performing to the defined specifications. Preventative Maintenance visits will be provided on a 24 x 7 basis, Monday through Sunday.

III. Corrective maintenance service

A reactive event which includes an unlimited number of visits to enable the Equipment to resume operation and includes replacement parts for Supported Equipment.

Corrective Maintenance visits will be provided on an “as and when” basis and incorporate a guaranteed response time as will be defined under a Service Level Agreement (SLA).

IV. Replacement of parts and consumables

Parts are those items which are necessary to enable the Equipment to resume satisfactory operation to a level equivalent to or better than that prior to the Service while consumables are items and parts consumed or utilized during the operation of equipment under normal conditions

Parts and consumables are provided by the client while the replacement thereof will be the responsibility of the Contractor as and when required

V. Labour

Labour is that skilled and/or qualified and/or trained labour necessary to enable the Service to be efficiently and effectively carried out. Labour will be covered under this contract.

VI. Service Times

The Service Times are the times as proposed as per the proposed equipment by the tenderer.

VII. Maintenance & Support System

The comprehensive maintenance and support service to be monitored on a real time basis through suitable service maintenance and support software. The service maintenance support software shall be accessible at all times to AFA-Sugar Directorate for purposes of monitoring compliance to preventative and corrective maintenance schedules and service level agreement. In addition, an inventory management software for management of spare parts and consumables shall also be installed and maintained by the service provider

VIII. Term

The Support and Maintenance Contract entered into shall be valid for a period of three years from 1st October 2020 to 30th September 2023 or any other period(s) as may be subsequently mutually agreed by the parties in writing in the event that circumstances arise that make it difficult for the contractor to complete the services in the aforementioned period.

During the first year i.e. 1st October 2020 to 30th September 2021, the contract will cover the existing 9 CTUs. The contract will be amended to include the two (2) new CTUs covered by this upgrade on expiry of the warranty coverage period following their commissioning.

It should be noted that the entire project shall be awarded and implemented on a turnkey basis by a single contractor. Manufacturer’s Authorization Letters to be provided for all equipment proposed.

SECTION VII: STANDARD FORMS

FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by *(Procuring entity)*.

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

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
a.
b.
c.
d.

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

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)

CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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)

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*]

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.

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

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.

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

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box
..... being a resident of
..... in the Republic of
..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is declared to herein above is true to the best of my knowledge, information and belief.

.....
.....
(Title) (Signature)
(Date)

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box
being a resident of

..... in the Republic of do
hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal
Officer/Director of

..... (insert name of the Company) who is a
Bidder in respect of Tender No. for
..... (insert tender title/description) for
..... (insert name of the Procuring entity) and duly
authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents
/subcontractors will not engage in any corrupt or fraudulent practice and
has not been requested to pay any inducement to any member of the
Board, Management, Staff and/or employees and/or agents of
..... (insert name of the Procuring entity) which is the
procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents
/subcontractors have not offered any inducement to any member of the
Board, Management, Staff and/or employees and/or agents of
..... (name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in
any corrupt practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my
knowledge information and belief.

.....
.....

(Title)

(Signature)

(Date)

Bidder's Official Stamp