



KENYA INDUSTRIAL RESEARCH AND DEVELOPMENT INSTITUTE (KIRDI)

**TENDER FOR SUPPLY, INSTALLATION, TRAINING AND COMMISSIONING
OF ASSORTED EQUIPMENT FOR FOOD TECHNOLOGY LABORATORY IN
KISUMU**

OPEN NATIONAL TENDER

TENDER REFERENCE: KIRDI 03/2018/2019

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SECTION I INVITATION TO TENDER

TENDER REF NO. KIRDI 03/2018/2019

TENDER NAME Tender for Supply, Installation, Training and Commissioning of Assorted equipment for Food Laboratory in Kisumu

The Kenya Industrial Research and Development Institute (KIRDI) invite sealed tenders from eligible candidates for Supply, **Installation, Training and Commissioning of Assorted Equipment for Food Laboratory in Kisumu**

The tender document can be viewed and downloaded from the websites www.kirdi.go.ke and on the Public Procurement Information portal www.tenders.go.ke at no cost. Bidders who download the tender document from these websites will be required to email their detailed contact information to procurement@kirdi.go.ke or dir@kirdi.go.ke for recording/further clarification and addendum.

Bidders are advised that, evaluation will be done as per the requirements in the tender document only. Failure to comply with tender requirements will lead to automatic disqualification.

Mandatory requirements shall be as stated below:-

- i. Certificate of incorporation of the company
- ii. Valid KRA Tax compliance Certificate
- iii. Original tender security equivalent to 2% of contract price issued by the bank operating in Kenya or an Insurance Company approved by PPRA
- iv. Evidence of Physical location of the Company
- v. Name, address, and telephone number of bankers
- vi. Details of experience and past performance of works of similar nature
- vii. Qualification and experience of key personnel proposed for administration and execution of the contract
- viii. Financial capability of the bidding firm by submitting audited accounts for the last three years.
- ix. Mandatory site visit for bidders bidding for Lot A on 28th or 29th March 2019 from 9am to 4pm

- x. Lot C, D, E & F are reserved for Youth Women and Person with Disability
- xi. Lot F is specifically reserved for Person with Disability
- xii. Foreign tenderers participating in this tender shall source at least 40% of goods, works or services from citizen companies. An agreement between the tenderer and the local company must be submitted.

Prices quoted should be net inclusive of all taxes, must be in either Kenya Shillings or United States Dollars (USD) and shall remain valid for 120 days from the closing date of the tender.

Completed tender documents, both Technical and Financial proposals in separate envelopes, are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at KIRDI south “C” Campus block “D” reception area or be addressed to :

The Director
Kenya Industrial Research and Development Institute
P.O. Box 30650-00100
NAIROBI

So as to be received on or before **5th April 2019 at 11.00 AM**

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at Block “E” conference room at 11.00 AM.

KIRDI reserves the right to accept or reject any application in whole or in part

Director,
KIRDI.

SECTION II - INSTRUCTIONS TO TENDERERS
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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 To be eligible and qualified the tenderer shall provide evidence satisfactory to KIRDI of its eligibility, Capability and adequacy of resources to effectively perform the subject contract. To this end, the tenderer shall be required to submit a “Technical Proposal” which shall include the following information:-

- i. Details of experience and past performance of works of similar nature.
- ii. Qualification and experience of key personnel proposed for administration and execution of the contract.
- iii. Details of current litigation or arbitration proceedings in which the tenderer is involved as one of the parties
- iv. Financial capability as detailed in the technical evaluation criteria

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 59 of the Act.

2.1.3 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-

- i. The tender and in case of a successful tender, contract form shall be signed by all parties so as to be legally binding on all partners
- ii. Each partner must satisfy the mandatory requirement set out in the invitation to tender except for the experience of the firms and works of similar nature which shall be evaluated as a joint venture.
- iii. One of the partners shall be nominated as being the lead contractor and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners
- iv. The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture
- v. All partners of the joint ventures shall be liable jointly and severally for the execution of the contract in accordance with the

contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in (iii) above as well as in form of tender and contract form (in case of accepted tender)

- vi. No bidder is allowed to enter into joint venture with more than one entity which is also participating, such action will lead to automatic disqualification
- vii. A copy of contract entered into by the joint venture partners shall be submitted in the tender

2.1.4 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.

2.1.5 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 be new and have their origin in eligible source countries this shall be supported by the manufacturer's authorization letters. KIRD may carry out due diligence to ascertain the authenticity of the information provided before the contract is signed.

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 Ksh 1000
- 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 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 in the amount of 2% of the contract price in the form of bank bond or bid bond issued by an insurance company approved by PPRA. The bank or insurance must be operating in Kenya.

2.14.2 The tender security shall be valid for 150 days.

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

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 120 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 tenderer 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. Further all pages shall be paginated.

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 **(Friday 5th April 2019, 11.00 am)**”

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. Premature opening will lead to disqualification of the tenderer.

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 **(Friday 5th April 2019, 11.00 am)**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and

obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18.3 **Submission of tenders**

This is a TWO envelope tender i.e. separate **Technical** and **Financial** proposal and the process shall involve submission of manual documents. Mixing the two will lead to automatic disqualification.

- i. The tenderer shall seal the mandatory requirements together with technical requirements in one envelope marking it clearly “Technical Proposal”
- ii. The original Technical proposal shall consist:
 - a) Tender submission letter
 - b) Tender questionnaire
 - c) methodology of carrying out the assignment
 - d) Financial capability (3 years audited accounts)
 - e) Details of contracts of similar nature completed
 - f) Schedule of on- going projects of similar nature
 - g) Key personnel with assigned task
 - h) Detailed signed CV,S of proposed technical staff
 - i) Litigation history
 - j) Joint venture or sub-contract agreements
 - k) Detailed statements to compliance with the specification as given, in case of any deviation giving justification for the proposed offer.

A copy of the same shall be submitted clearly marked “COPY OF TECHNICAL PROPOSAL”

- iii. The second enveloped clearly marked “Original Financial Proposal” and shall consist of the following
 - a) Form of tender
 - b) Bid security of 2% of contract price in form of a bank or Insurance from companies operating in Kenya and valid for 150 days
 - c) Price schedules for all the equipment quoted for in lots
 - d) Maintenance contract after expiry of warranty period

A copy of the same shall be submitted clearly marked “COPY OF FINANCIAL PROPOSAL”

- iv. Any indication of prices in the technical proposal shall amount to automatic disqualification of the bidder
- v. The sealed technical and financial bid shall be placed in a bigger enveloped and seal it and clearly mark it with tender reference number and name.

Summary of submission checklist

- i. Original Technical Proposal and copy of the same
- ii. Original Financial Proposal and copy of the same
- iii. The above Technical and Financial sealed separately
- iv. Sealed technical and financial proposals then sealed in outer envelope marking it with tender name and reference number.

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 (**11.am on 5th April 2019**) at KIRDI South Headquarters along Popo Road. **Only technical tenders will be opened on this date**

2.20.2 After successful technical evaluation only tenders that will have passed technical criteria will be invited for financial opening at time and date that will be communicated by the procuring entity.

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

2.20.4 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.

2.20.5 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity
- 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

- 2.26.0 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

2.26.1 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.

2.26.2 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% of the tender price. The Youth, Women and Persons with Disability participating in this tender will be given preferential treatment, where necessary some mandatory conditions may be waived to increase their participation.

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

2.26.3 Post-Qualification

2.26.1 In the absence of pre-qualification, KIRDI 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. This may require visiting successful firms and in areas where they have carried out similar exercises.

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 KIRDI 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.

2.26.4 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.

2.26.5 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.

2.28 Signing of Contract

2.28.1 At the same time as KIRDI notifies the successful tenderer that its tender has been accepted, KIRDI 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 KIRDI

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 KIRDI, 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 KIRDI.

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 KIRDI 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	<i>As indicated in the invitation to tender</i>
2.14.1	<i>2% of contract price in form of bank or insurance company both operating in Kenya</i>
2.18.1	<i>Friday 5th April 2019</i>
2.18.3	<i>KIRDI Registry</i>
2.20.1	<i>As in 2.18.1 above</i>
2.29.1	<i>10 % of contract sum in form of bank or insurance company operating in Kenya</i>

2.24 EVALUATION AND COMPARISON OF TENDERS

a) TECHNICAL EVALUATION CRITERIA

KIRDI will carry out technical evaluation on bids which shall have met all mandatory requirements as outlined in the invitation to tender. The score will be based on the criteria given below. Only tenderers who score 70 marks and above shall qualify to have their financial submissions opened and evaluated.

Item	Max points
1. Experience and Past Performances	20
The bidder/Joint Venture bidders who have been manufacturing/ supplying Pilot Plant and Analytical equipment for the last 10 years and above will earn five marks 1-9 years will earn ½ Mark for each year	5
Five (5) reference from clients that the bidder has supplied equipment of the following magnitude Ksh 100 Million and above - 15 Marks (3Marks for each qualifying evidence)	15

<p>Ksh 80-99 Million and above - 10 Marks (2 Marks for each qualifying evidence)</p> <p>Ksh 50-79 Million and above - 7.5 Marks (1.5 Marks for each qualifying evidence)</p> <p>Ksh 20-49 Million and above - 5 Marks (1 Marks for each qualifying evidence)</p> <p>Below 20 Million will not be scored even if evidence is provided.</p>	
<p>2. Qualification and Experience of Key Personnel</p>	<p>20</p>
<p style="text-align: center;">a) Project team leader: 5 Marks</p> <p>The bidder shall provide detailed curriculum vitae of the proposed project team leader who has vast experience in equipment/ machinery installation and commissioning.</p> <p>The candidate should be registered/ Chartered engineer or engineers affiliated to regulating body in country of origin and a holder of a Bachelors Degree in Mechanical /Electrical/ Plant Engineering or equivalent</p> <ul style="list-style-type: none"> i. A bidder who provides staff with less than 10 years will not be scored. ii. A Bidder who provides staff with 10-15 years will score (4 Marks) iii. A bidder who provides staff with more than 15 years will score (5 Marks) 	<p style="text-align: center;">5</p>
<p style="text-align: center;">b) Technical Staff (15 Marks)</p> <p>At least Five other technical staff qualified as follows</p> <ul style="list-style-type: none"> i. Five technical staff from the local /foreign firm with experience in industrial engineering and holders of Bachelors Degree in Mechanical/ Electrical/ Plant or equivalent with at least five years working experience. 	<p style="text-align: center;">15</p>

(Each qualifying evidence 3 Marks, attach CVs)	
3. Financial Capability	10
<p>The bidder/ Joint venture bidders shall provide proof in form of certified audited accounts for the last three years.</p> <ul style="list-style-type: none"> i. A bidder who submit a combined turnover of less than Ksh.200 Million for the three years will not be scored ii. Unaudited accounts will not be scored neither considered iii. A bidder who submit a combined turnover of More than Ksh.200 Million for the last three years will score 10 marks 	10
4. Compliance with given specification	40
<p>a) bidding in lots</p> <ul style="list-style-type: none"> i. A bidder who states the lot (s) number(s) under which he is participating shall score 5 Marks ii. A bidder who does not specify the lot (s) number(s) under which he is participating shall not be score 	5
<p>b) Technical Schedule/Brochures</p> <ul style="list-style-type: none"> i. Relevant Manufacturers Brochures for the items in the schedule of requirements with equipment to be supplied highlighted and meets specifications shall score 35 Marks ii. Bidders who do not provide relevant brochures for the items to be supplied and equipments do not meet specification shall not be scored. 	35
5. Delivery Schedule	10
<ul style="list-style-type: none"> i. A bidder who offers to deliver the works in six month or less gets 10 Marks ii. A bidder who offers to deliver the works in more than six month but less than 12 month will score 	

5marks	
iii. A bidder who offers to deliver the works in more than 12 month will score 2 Marks	
Total	100

b) FINANCIAL EVALUATION

The bidders who score 70% and above in technical evaluation will have their financial bids opened and subjected to the following criteria

- i. Dully filled and signed Form of tender
- ii. Bid security of 2% of contract price from a bank or Insurance company operating in Kenya and valid for 150 days
- iii. Price schedules for all the equipments quoted for in lots
- iv. Price analysis and comparisons
- v. Maintenance contract after expiry of warranty period
- vi. The lowest evaluated bid will be recommended for award

c) POST- QUALIFICATION

- i. Post qualification will be done on the lowest recommended bidders who have given quotation for lot A only
- ii. The criteria for post qualification will be to:-
 - Reconfirm the compliance of the offer against the specifications
 - Reconfirm the past experience of the bidding firms, their location and the nature of business

d) AWARD CRITERIA

- i. The bidder who certify KIRDI in all of the above criteria and is determined to be the lowest evaluated bidder will be recommended for award.

e) NOTIFICATION OF AWARD

- i. successful and unsuccessful bidders shall be notified via registered mail in the address that will be provided by bidders

f) Pre- Shipment Inspection

- i. There shall be pre-shipment inspection before goods are shipped to Kenya for the complete turnkey fruit processing pilot plant.

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 superceded 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

3.17.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.17.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services

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.

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>10% of contract price</i>
3.12.1	<i>Upon performance of the contract</i>
3.18.1	<i>Kenyan law</i>

SECTION - V- SCHEDULE OF REQUIREMENTS

Bidders can bid for more than one lot depending on their capability to deliver within stipulated time

Lots C, D, E & F are specifically reserved for youth, women and persons with disability and may be awarded based on individual equipments and not lots.

Lot F shall be reserved further for persons with disability only

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES
(To be in financial proposal)

Lot A: Fruit and Vegetables

No.	Item Description	Quantity	Unit Price Kshs(000)	Installation Period	Installation Price	Total Price Kshs.
1	Complete Turnkey Fruit Processing Pilot Plant including filling, packaging and CIP cleaning system	1				
2	Blancher, Hot Water	1				
3	Electrical Tray/ Cabinet Dryer	1				
4	Stainless Steel Vat	1				
5	Wine Fermentation Vat	1				
						Total Price Kshs.

Authorized Official: _____
Name

Signature

Date

Lot B: Roots and Tuber Processing

No.	Item Description	Qty	Unit Price Kshs(000)	Installation Period	Installation Price	Total Price Kshs.
1	Open Deep Fat Fryer	1				
2	Baking oven, Rotary	1				
3	Proofing Oven	1				
4	Bread Slicer	1				
5	Dough Mixer, Spiral	1				
6	Batter Mixer	1				
7	Potato Washer and Peeler	1				
8	Electric Potato, Banana, Onion Slicer	1				
9	Baking Trays and Tins	1				
10	Bread Cooling Racks	1				
11	Spray Drier	1				
						Total Price Kshs.

Authorized Official: _____
Name

Signature

Date

Lot C: Utilities and Milk

No.	Item Description	Quantity	Unit Price Kshs(000)	Installation Period	Installation Price	Total Price Kshs.
1	Chilled Water Plant	1				
2	Ice Cream Machine	1				
						Total Price Kshs.

Authorized Official: _____
Name

Signature

Date

Lot D: Nuts and Oil Seeds

No.	Item Description	Quantity	Unit Price Kshs(000)	Installation Period	Installation Price	Total Price Kshs.
1	Seed/Nut Roaster	1				
2	Seed/Peanut Decorticator	1				
3	Complete Oil Extraction Unit	1				
						Total Price Kshs.

Authorized Official: _____
Name

Signature

Date

Lot E: Milling

No.	Item Description	Quantity	Unit Price Kshs(000)	Installation Period	Installation Price	Total Price Kshs.
1	Peanut Butter Mill	1				
2	Disk Mill	1				
3	Roller Mill	1				
						Total Price Kshs.

Authorized Official: _____
Name

Signature

Date

Lot F: Weighing and Packaging

No.	Item Description	Quantity	Unit Price Kshs(000)	Installation Period	Installation Price	Total Price Kshs.
1	Digital Weighing Balance, 5kgx10g	3				
2	Electronic Platform Balance, 300kgx20g	1				
3	Precision Weighing Balance	1				
4	Inkjet Coding Machine	1				
					Total Price Kshs.	

Authorized Official: _____
Name

Signature

Date

Lot G: Laboratory Equipment

No.	Item Description	Quantity	Unit Price Kshs(000)	Installation Period	Installation Price	Total Price Kshs.
1	Farinograph -AT	1				
2	Extensograph- E	1				
					Total Price Kshs.	

Authorized Official: _____
Name

Signature

Date

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

General Specifications

The equipment are for food processing pilot plant and research laboratories intended to serve research and development, technology training and demonstration, product and process development and prototype production needs of both the institute and industry.

To effectively serve the intended purpose, the pilot plant and equipment should be highly versatile and flexible to meet the diverse needs. Instrumentation for monitoring and control of the equipment should therefore be an important feature of all the equipment unless specified otherwise.

All processing equipment should be: of food grade materials and fittings of sanitary design; sturdy to withstand extreme processing conditions; mobile (self-supporting, skid mounted and casters where necessary); with full instrumentation to enable control and monitoring of process parameters; easy to dismantle and reassemble for cleaning, maintenance and repair; incorporate safety and ergonomic principles in design

Equipment should include an English comprehensive instruction manual detailing installation, commissioning and operation

Software and applicable PC connectivity and electrical cables to be supplied where applicable and compliant to Kenyan standards

Utilities available on site : steam; electricity (single phase 240 V/60Hz, 3-phase 415 V/60Hz); dry compressed air; municipal water; hot water; LAN (cabled and wireless)

LOT A: FRUIT AND VEGETABLES

1.1. Complete Turnkey Fruit Processing Pilot Plant

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Complete fruit processing pilot plant	Yes	
	Type of machine	Complete fruit processing pilot plant	Yes	.....(Y/N)
	Site visit	Bidders must visit the site in Kisumu and obtain the measurements to assist in design of the pilot plant	yes	
	Technical drawing	Bidders should submit detailed drawing of the plant based on the site visit.	yes	
	Capacity	250Kg/h of seasonal fruit	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> Fruit to be processed into fruit juice, nectar or jam Skid mounted comprising of at least: 1 unit of reception, washing and manual peeling of fruit; 1 extraction and refining platform; hot filling capability without addition of preservatives and cooling to ensure maximum product quality; fitted with capacity to fill bottles and pots of different sizes and types of caps 	Yes	.....(Y/N)
	Other requirements	<ul style="list-style-type: none"> CIP cleaning system Inspection before delivery 	Yes	
	Warranty	2 years	Yes	.....(Y/N)

1.2. Blancher, Hot Water

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of blancher, hot water	Yes	
	Type of machine	Blancher, Hot Water	Yes	.....(Y/N)
	Capacity	100 litres	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan.	info	.....(Y/N)

		(Specify machine requirements)		
	General Requirements	<ul style="list-style-type: none"> • Batch • Made in stainless steel AISI 304/316 stainless. The perimetral walls insulated and covered with a stainless-steel plate. • Inside the tank is placed a coil where flows the steam. The flow is controlled by an on/off pneumatic valve. Option of electrical heating • The tank complete with a temperature probe, bottom discharge, overflow pipe and manual valve for the water inlet. • Equipped with a control board. 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

1.3. Electrical Tray/ Cabinet Dryer

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Electrical Tray/ Cabinet Dryer	Yes	
	Type of machine	Electrical Tray/ Cabinet Dryer	Yes	.....(Y/N)
	Capacity		Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	info	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Electrical; • Operating temperature – ambient to 150°C; • Full temperature and airflow control; • Constructed of durable food-grade materials; • Insulated to prevent energy losses; • Drying (tray) area min. 10 M²; • Removable dryer trays on a mobile rack, all made of high-quality food-grade materials; • Should achieve high drying rates of wet materials such as leafy vegetables, spices, and fruits. 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

1.4. Stainless Steel Vat

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Stainless Steel Vat	Yes	
	Type of machine	Stainless Steel Vat	Yes	.....(Y/N)
	Capacity	100 litres	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	info	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Vertical, with variable speed stirrer; outlet fitted with a 2' tri-clamp sanitary union • Mobile on casters 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

1.5. Wine Fermentation Vat

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Wine Fermentation Vat	Yes	
	Type of machine	Stainless Steel Vat	Yes	.....(Y/N)
	Capacity	100 litres	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	info	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Floating-lid design to enable the vat to be used for variable quantities of product • Conical bottom with stand and drain outlet • Sanitary design, made of stainless steel • Lid with airtight inflatable rubber gasket, with inflating pump and pressure gauge and associated hose • With airlock on the lid • Fitted with a spigot at an appropriate height for decanting and draining the wine • With temperature probe and display 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

LOT B: ROOTS & TUBERS PROCESSING

2.1. Open Deep Fat Fryer

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Open Deep Fat Fryer	Yes	
	Type of machine	Open Deep Fat Fryer	Yes	.....(Y/N)
	Capacity	60 L	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Oil Capacity: 60L • 2 fry pots 30L each • Floor standing with castors; • Material: cabinet, deck, exhaust stack, filter drain pan and various fittings made of stainless steel. Fry pots are heavy duty stainless steel • Two heavy-duty stainless-steel rectangular fry pot plus removable baskets • programmable cook cycles (with digital control system) and digital display • In-built oil filtration system • Clean-out mode • Unit shall incorporate high-efficiency heat exchange design for extremely fast recovery • 415 V- 3 phase - 50Hz power 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

2.2. Baking oven, rotary

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Baking Oven Rotary	Yes	
	Type of machine	Baking Oven Rotary	Yes	.....(Y/N)
	Capacity		Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry	Yes	.....(Y/N)

		compressed air, hot& cold water Lan. (Specify machine requirements)		
	General Requirements	<ul style="list-style-type: none"> • Rotary; 1 trolley • Electrical; Short heat up time • Fully digital thermostatic control plus temperature indicator; • Sight glass; • Supplied with 3 sets of trolleys, heavy duty bread baking tins, and trays for sponge cake, buns and biscuits • Max. Dimensions in mm (External): 1265(W) x 1820(D) x 2200(H) mm • Max temperature: 300 °c • Connected load: Min. 1.5 Kw • Tray Size 450 mm x 700 mm (18" x 27") • Capacity of the Oven (per Batch): <ul style="list-style-type: none"> ➤ Bread 400 gm - 120 Loaves, 10 Shelves ➤ Sponge Cake - 38 kg, 10 Shelves ➤ Buns 45 gm - 336 Nos, 14 Shelves ➤ Biscuits - 15 to 16 Kg, 14 Shelves 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

2.3. Proofing oven

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Proofing Oven	Yes	
	Type of machine	Proofing Oven	Yes	.....(Y/N)
	Capacity		Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Stainless Steel Construction; • Insulated on all sides; • Low energy consumption; • Efficient collimator; • Control and maintain humidity & temperature accurately; • No of trolleys – 2; • Tray size – 450mm*700mm; • Humidity – ambient to 95%RH • Temperature range – ambient to 50°C; • Capacity – 120 400g loaves per trolley 	Yes	.....(Y/N)

		per batch		
	Warranty	2 years	Yes	.....(Y/N)

2.4. Bread Slicer

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Bread Slicer	Yes	
	Type of machine	Bread Slicer	Yes	.....(Y/N)
	Capacity		Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Benchtop • Electrical • Variable loaf size 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

2.5. Dough Mixer, Spiral

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Dough Mixer, Spiral	Yes	
	Type of machine	Dough Mixer, Spiral	Yes	.....(Y/N)
	Capacity		Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Heavy duty; • Stainless steel food contact surfaces; • 60 L bowl capacity with hook; • Rotary bowl, variable speed and direction; timer and alarm 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

2.6. Batter mixer

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Batter Mixer	Yes	
	Type of machine	Batter Mixer	Yes	.....(Y/N)
	Capacity	30L	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Heavy duty; • Stainless steel food contact surfaces; • 30 L bowl capacity with hook, beater and whisker accessories • Variable speed and direction, timer & alarm 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

2.7. Potato Washer and Peeler

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Potato Washer and Peeler	Yes	
	Type of machine	Potato Washer and Peeler	Yes	.....(Y/N)
	Capacity	20-30kg load per cycle	Yes	.....(Y/N)
	General Requirements	<p>The machine peels and washes potatoes, carrots, beetroots and other root vegetables.</p> <p>Poseess aluminum oxide abrasive coat and disc can be replaced through rubber-coated cylinder for washing</p> <p>3 phase motor,</p> <ul style="list-style-type: none"> • Capacity: 20-30kg load per cycle 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

2.8. Electric Potato, Banana, Onion Slicer

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Electric potato, banana, onion slicer	Yes	
	Type of machine	Electric potato, banana, onion slicer	Yes	.....(Y/N)
	Capacity	100-300kg/h	Yes	.....(Y/N)
	General Requirements	<p>For slicing onions, carrots, potatoes and other tubers</p> <p>Various feeding dimensions to fit various fruits, tubers and vegetables</p> <p>100-300kg/hour</p> <p>3 phase motor</p> <ul style="list-style-type: none"> Made of food grade materials 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

2.9. Baking trays and tins

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of baking trays and tins	n/a	
	Type of trays & tins	baking trays and tins	Yes	.....(Y/N)
	Capacity	480 pcs of 400g loaf baking tins	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> 480 pcs of 400gram loaf baking tins Baking tins for cakes corresponding to trays numbers Baking trays 770x570mm Light gauge 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

2.10. Bread cooling racks

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of bread cooling racks	yes	
	Type of racks	bread cooling racks	Yes	.....(Y/N)
	Capacity	4 tier baskets	Yes	.....(Y/N)
	General Requirements	4 tier Baskets chrommed each with capacity of 15 Loaves, with reinforced grids -225 mm of space between grids - Stainless steel castors with Ø 100 non-staining rubber roller -First level at 400 mm from the ground (in conformity with regulations trolley –Each Trolley should have capacity of 60 Loaves.	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

2.11. Spray Drier

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of bread cooling racks	yes	
	Type of equipment	Spray Drier	Yes	.....(Y/N)
	Capacity	2000ml/h	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Optional Nozzle Is:0.5-2.00mm • Maximum capacity 2000ml/h • Glass material • High Borosilicate Glass • Nozzle standard Is 0.7mm • Frame material fully 316 stainless steel 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

LOT C: UTILITIES AND MILK

3.1. Chilled Water Plant

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Chilled water plant	Yes	
	Type of machine	Chilled Water Plant	Yes	.....(Y/N)
	Capacity	20,000 kcal/h	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • With pump and plate heat exchanger, air blower, hot gas by-pass, water pump; • Should have a flow switch, feed tank and control board; • Capacity of 20,000 Kcal/H • Work with water or water-propylene glycol solution cooling system; • High chilling capacity and efficiency, without freezing in the plates; • With all the relevant control instrumentation; • Mobile 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

3.2. Ice Cream Machine

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of the ice cream machine	Yes	
	Type of machine	Ice cream machine	Yes	.....(Y/N)
	Capacity	50L/H Throughput	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Function: Continuous ice cream freezer - freezing, mixing and whipping of mix and air to ice cream, 	Yes	.....(Y/N)

		scraped surface freezing of other products; <ul style="list-style-type: none"> • Compact, mounted on skid with casters; • Constructed of stainless steel SS304 or above; • Self-contained with refrigeration units; • Designed to use cooling water of upto +25°C; • 50L/h throughput; • Automated; Capable of handling a wide range of frozen aerated foods such as ice-creams, gelatos and sorbets		
	Warranty	2 years	Yes	.....(Y/N)

LOT D: NUTS AND OIL SEEDS

4.1. Seed/ Nut Roaster

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Seed/ Nut Roaster	Yes	
	Type of machine	Seed/ Nut Roaster	Yes	.....(Y/N)
	Capacity	80-100 kg/h	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Electrical, 80-100 kg per hour; • Stainless steel; • Temperature and rotation control; • Easy to load and offload; • Well insulated and highly efficient to conserve energy; • Mobile with caster wheels; • Cooling bin with forced air circulation 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

4.2. Seed/Peanut Decorticator

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Seed/Peanut Decorticator	Yes	

	Type of machine	Seed/Peanut Decorticator	Yes	.....(Y/N)
	Capacity	100 kg/h	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> Capacity: 100kg per hour; Constructed of stainless-steel food contact surfaces; Motorized; Separation of skins from nuts; Mechanism for collection of skins 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

4.3. Complete Oil Extraction Unit

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Complete Oil Extraction Unit	Yes	
	Type of machine	Complete Oil Extraction Unit	Yes	.....(Y/N)
	Capacity	100 kg/h	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> Capacity 100 kg oilseed/h, comprising, an oilseed crusher, a pulp malaxator, a metering pump, a decanter and a centrifugal clarifier Skid-mounted and mobile 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

LOT E: MILLING

5.1. Peanut Butter Mill

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Peanut Butter Mill	Yes	
	Type of machine	Colloid Mill	Yes	.....(Y/N)
	Capacity	Peanut Butter Mill	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)

	General Requirements	<ul style="list-style-type: none"> • Wide application in food industry • Vertical, fully enclosed motor • Capacity 50-100 kg/h • With a recirculation system • Optional milling gears • Various material options • Recirculation system for recirculation of material through the milling gear • Heated/cooled housing • Hopper 50L stainless steel AISI 304 • All contact surfaces stainless steel • Variable finess 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

5.2. Disk Mill

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Disk Mill	Yes	
	Type of machine	Disk Mill	Yes	.....(Y/N)
	Capacity		Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • For comminuting various solid and wet materials such as grains, fruits, vegetables and meat • Capacity 150Kg/h • Discs designed for easy replacement • Food grade stainless steel discs • Supplied with discs of various screen diameters to produce a range of particle sizes from coarse to very fine • Fitted with a food grade stainless steel hopper • With dust trap • Enclosed motor 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

5.3. Roller Mill

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Roller Mill	Yes	
	Type of machine	Roller Mill	Yes	.....(Y/N)
	Capacity	100-300kg/h	Yes	.....(Y/N)
	Installed utilities on site	Steam, single phase & Three phase, dry compressed air, hot& cold water Lan. (Specify machine requirements)	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Suitable for wide range of grains • 100 - 300kg/h • Skid-mounted with castor wheels • Low noise and dust emission • Variable output size 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

LOT F: WEIGHING AND PACKAGING

6.1. Digital weighing balance, 5kgx10g

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	3	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Digital Weighing Balance, 3kgx0.1g	Yes	
	Type of machine	Digital Weighing Balance, 3kgx0.1g	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Maximum capacity: 3Kg • Readability: 0.1g • Food safe design • Applications: Weighing, Percent Weighing, Check weighing, Accumulation • Display: Dual backlit liquid crystal displays (LCD) • Operation: Rechargeable battery (included) • Communication: RS232 (included); USB, Ethernet • Construction: ABS housing, stainless steel platform, touchless sensor, transportation handle, menu lock switch, up front level indicator • 210 hours of battery life, 	Yes	.....(Y/N)

		<ul style="list-style-type: none"> • 3 LED check weighing lights with selectable operation and audible signal settings, selectable environmental and auto-print settings, auto shut-off, auto tare 		
	Warranty	2 years	Yes	.....(Y/N)

6.2. Electronic Platform Balance, 300kgx20g

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Electronic Platform Balance, 300kgx20g	Yes	
	Type of machine	Electronic Platform Balance, 300kgx20g	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Maximum capacity: 300Kg • Readability: 20g • Weighing units (kg, g) • Automatic memory accumulation • Pre-set counting with alarm • Date and time • Adjustable filters • Full range tare • Internal counting resolution 1:400,000 • Check-weighing with low and high limits • Check weighing LED bar graph • Capacity tracker • Large backlit LCD display • Overload protection • Non-slip adjustable levelling feet • Large stainless-steel platform • Pillar mounted • Full colour coded keypad with numeric entry • Precision load cell technology • Simple user-friendly operation • Splashproof to protect from accidental spills • Easy access to the rechargeable battery • RS-232 bi-directional interface • External calibration • Rechargeable battery up to 90 hours operation • Auto sleep / power down function to save battery life • Low battery indication 	Yes	.....(Y/N)

		<ul style="list-style-type: none"> AC Adapter Applications: Weighing, Parts counting, Percentage weighing, Animal / dynamic weighing, Check weighing, Check counting 		
	Warranty	2 years	Yes	.....(Y/N)

6.3. Precision Weighing Balance

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Precision Weighing Balance	Yes	
	Type of machine	Precision Weighing Balance	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> Max capacity: 310 g Readability: 0.1 mg Tare range: -310 g Repeatability: 0.1 mg Linearity: ± 0.3 mg Stabilization time: 3.5s Pan dimensions: 100 mm Calibration type: external Display: LED Interface: RS 232, USB-A, USB-B, Ethernet 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

6.4. Inkjet Coding Machine

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Inkjet Coding Machine	Yes	
	Type of machine	Inkjet Coding Machine	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> For coding batch numbers, expiry dates on pouches, labels, bottles and cans Printing Performance: 1-3 lines (7x5 matrix), 1-4 lines (5x5 matrix) Character Height: 1-12mm, depending on the font 	Yes	.....(Y/N)

		<ul style="list-style-type: none"> • Printing Distance: 2mm to 20mm • Nozzle orifice: 60 microns • Printing Direction: 360° all-round printing • Temperature/Humidity Range: 0-45°C. 0-95% relative humidity, non-condensing • Power: AC100-240v 50/60 Hz, 60VA • No RF ID tag require • Single button startup & shut down • Automatic printhead and conduit flush • Print status indicators • Password-protected functions • QWERTY Keypad • Stainless steel enclosure • Din print & tower print • Full screen diagnostics • SD Card connection • Open system • Supplied with a suitable conveyer system with 		
	Warranty	2 years	Yes	.....(Y/N)

LOT H: LABORATORY EQUIPMENT

7.1. Farinograph-AT

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Farinograph-AT	Yes	
	Type of equipment	Farinograph-AT	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> • Farinograph-AT - with automatic water dosing system; Sigma mixer S300 and S50; Farinograph-AT software and correlation software; speed 0-200 min⁻¹, 20 Nm torque, motor power 0.45 kW, LED display; power 230 V/50 Hz; with temperature probes for mixer and dough; with desk top computer, monitor, printer and mouse; with water-bath 230 V, 50 Hz. Other accessories – spatula, external burette for measuring mixers 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

7.2. Extensograph-E

No	DESCRIPTION	MINIMUM SPECIFICATIONS	REQUIRED	TENDER'S RESPONSE
		Quantity	1	
		Make	Specify	
		Model	Specify	
		Country of origin	Specify	
		Manufacture's literature and specifications of Extensograph-E	Yes	
	Type of equipment	Extensograph-E	Yes	.....(Y/N)
	General Requirements	<ul style="list-style-type: none"> Extensograph-E with operating software and correlation software, with balling unit, dough roll and stretching hook; with desktop computer, monitor, printer and mouse, with water-bath; power 230 V/50 Hz. 	Yes	.....(Y/N)
	Warranty	2 years	Yes	.....(Y/N)

SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

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

7.2 Confidential Business Questionnaire Form

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

7.3 Tender Security Form

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

7.4 Contract Form

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

7.5 Performance Security form

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

7.6 Bank Guarantee for Advance Payment.

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

7.7 Manufacturer's Authorization Form

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

7.1 **FORM OF TENDER**

Date _____
Tender No. _____

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/insurance 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 _____

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 (Each firm in the joint venture shall fill 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	
<ul style="list-style-type: none"> • 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)

7.4 CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for [certain 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 _____)

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)

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.....of
.....20...

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 of
.....20.....

SIGNED
Board Secretary