



**KENYA VETERINARY VACCINES
PRODUCTION INSTITUTE**

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NAIROBI

**TENDER DOCUMENT FOR
SUPPLY, DELIVERY, INSTALLATION,
TESTING AND COMMISSIONING OF VIAL
PROCESSING UNIT AT KABETE PRODUCTION
UNIT**

TENDER NO. KVVPI/IT/01/2019-2020

DATE OF NOTICE: FRIDAY 12TH, 2020

CLOSING DATE: FRIDAY, 03RD JULY, 2020 AT 1200HRS EAT

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SECTION I – INVITATION TO TENDER

DATE OF NOTICE: 12th June, 2020

TENDER REF NO. KVVPI/IT/01/2019-2020

TENDER NAME: TENDER FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF VIAL PROCESSING UNIT AT KABETE PRODUCTION UNIT

Kenya Veterinary Vaccines Production Institute invites sealed bids from eligible candidates. Interested eligible candidates should download the document from our website www.kevevapi.or.ke or www.mygov.go.ke or <http://www.tenders.go.ke> Any further information may be obtained from the **Head of Supply Chain Management Services, KEVEVAPI head office at Embakasi Road A off Enterprise road** during normal working hours. (0800hrs to 1300hrs and 1400hrs to 1700hrs EAT).

All tender documents should be registered in supply chain office at KEVEVAPI head office at Embakasi before depositing the document in the tender box.

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in **the Tender Box on reception at administration office** or be addressed to:

**The Chief Executive Officer,
Kenya Veterinary Vaccines Production Institute,
P.O. Box 53260-00200, Nairobi.**

so as to be received on or before **03rd July, 2020 at 12.00pm EAT.**

Prices quoted should be net inclusive of all taxes and delivery may be in Kenya Shillings or US Dollars or in another freely convertible currency and shall remain valid for **180 days** from the closing date of the tender.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the old boardroom (KEVEVAPI HEAD OFFICE) Embakasi.

CHIEF EXECUTIVE OFFICER

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not be applicable.
- 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) 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 three 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 shall be Delivered Duty Paid (DDP) Nairobi – Kabete Production Unit, 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 or US Dollars or in another freely convertible currency.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.2 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 2.2
- 2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13. Goods Eligibility and Conformity to Tender Document

- 2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- a) a detailed description of the essential technical and performance characteristic of the equipment
 - b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
 - c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it

demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount and format specified in the mandatory requirements.

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 Public Procurement Regulatory Authority (PPRA)
- d) Letter of credit.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited.

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27.1 or
 - ii) to furnish performance security in accordance with paragraph 2.28.
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for **180** 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.

2.14.9 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words "**DO NOT OPEN BEFORE Friday 03rd July, 2020 at 1200Hrs EAT.**"

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **Friday 03rd July, 2020 at 1200Hrs EAT.**

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

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

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no 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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **1200 hours EAT on Friday 03rd July, 2020** in the Old Boardroom at **KEVEVAPI Head Office at Embakasi Road A off Enterprise road Nairobi Kenya**. The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.
- 2.20.1 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.
- 2.20.2 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the

candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the **selling exchange rate on the date of tender closing** provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

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

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

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

(i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.25 Contacting the Procuring Entity

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) **Post-Qualification/Due diligence**

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

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in

which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender and past due diligence, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.26.5 To qualify for contract awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public procurement.

(c) Procuring Entity's Right to accept or Reject any or All Tenders

2.26.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action

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

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

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

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

- 2.27.4 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.27.5 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.27.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
- 2.30.2 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.
- 2.30.3 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 for procurement of the goods shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers: -

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Open International Tender
2.3.2	The tender document shall be downloaded free of charge from our website.
2.5	Three (3) Bidders will be allowed to visit the site at a time on any working day before the tender closing date.
2.10	Tender Prices to be given in Kenya Shillings or any other freely convertible foreign currency and should include all taxes (DDP 2020).
2.12	Tenderers Eligibility and Qualifications; A bidder must be manufacturers of the vial processing unit.
2.14	Tender security (Bid bond) of either Kenya Shillings Three Million Nine Hundred thousand Only (Kshs 3,900,000.00) or United States Dollars Thirty Nine Thousand only (US\$ 39,000) ; in form of a Bank guarantee from a bank licensed and operating in Kenya or another bank recognized by the Central Bank of Kenya. Tender security from an Insurance Company duly recognized by the Insurance Regulatory Authority and listed in the Public Procurement Regulatory Authority of Kenya (PPRA) website is also acceptable. This <i>shall</i> be in the format provided in the tender document.
2.15	Validity of Tenders: Tender shall remain valid for a period of 180 days from the date of the tender opening.
2.17	Properly bound (spiral or perfect cover, hard copy or case bound) paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order). For pagination, the number system to be used are numerical numbers, i.e. (1, 2, 3, 4, 5, 6, 7, 8, 9, 10,..... to the last page).
2.18	Deadline for Submission of Tenders Closing Date: Friday 03rd July, 2020 at 1200Hrs EAT.
2.18.3	Bulky bidding documents which will not fit in the tender box shall be received and recorded at the Head of Supply Chain Management Services KEVEVAPI Head Office at Embakasi Road A off Enterprise road
2.20	The bidding documents will be opened in public in the presence of tenderers or their representatives immediately after the time of closing the tender.
2.22	Evaluation of the tenders shall be done using the criteria set out in the tender document.
2.24	Due diligence: KEVEVAPI shall perform a due diligence during tender evaluation process which may include but not limited to: <ul style="list-style-type: none"> • Interviewing technical staff • Factory and Site visits • Verification of company premises • Visiting referees' sites • Verification of performance at referenced sites

2.27	The successful bidder shall provide a performance security of 10% of the Contract value in form of bank guarantee.
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SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

3.3.1 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

3.12 Prices

3.12.3 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.

3.12.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.12.5 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

3.12.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.13 Assignment

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

3.15. Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16. Termination for Default

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

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

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.19. Resolution of Disputes

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

3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

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

3.21. Force Majeure

3.21.1 The Tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.22 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
2.26.1	<p>Post qualification</p> <p>In the absence of prequalification, the KEVEVAPI will determine to its satisfaction whether the tenderer selected as having submitted the lowest evaluated responsive tender meets the minimum qualifying criteria required and is otherwise qualified to perform the contract satisfactorily.</p> <p>The determination will take into account the tenderer's financial, technical and production capabilities, in particular its contract work in process, future commitments and current litigations. These matters will be assessed based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer in its tender, as well as such other information as the KEVEVAPI deems necessary and appropriate.</p> <p>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 KEVEVAPI will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.</p> <p>The capabilities of the vendors and subcontractors proposed in the tender to be used by the lowest evaluated tenderer will also be evaluated. Their participation should be confirmed with a letter of intent or similar documentary evidence. Should a vendor or subcontractor be determined to be unacceptable, the tender will not be rejected, but the tenderer will be required to substitute an acceptable vendor or subcontractor without any change to the tender price.</p>
3.6	The eligible vendor must be manufacturer and be able to supply, deliver, install and commission vial processing unit.
3.7	Bidder to provide a performance security 10% of the Contract price
3.12	Payment will be made within 30 days upon receipt of invoices as will be agreed in the contract.
3.13	Price adjustments not allowed until after 12 months
3.19	Resolution of Disputes will handled by arbitration
3.20	As per the laws of Kenya

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the goods shall be included in the tender documents by the KEVEVAPI and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as basis in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 2.26.

The date or period of delivery should be clearly specified, taking into account the date prescribed herein from which the KEVEVAPI's delivery obligations start (notice of award).

SECTION VI – TECHNICAL SPECIFICATION FOR VIAL PROCESSING UNIT

VIAL PROCESSING AND DEPYROGENATION UNIT

Vial washing machine

Automatic infeed and sorting of the glass containers into rows at the infeed section

Automatic rejection of possible laid down vials (vials up to Ø32 mm).

Vial type 8R and 15R

8R-Diameter 22mm, Height 45mm

15R-diameter 22mm, Height 54mm

Height Automatic trapping of reversed vials.

Physical separation of the first row of vials before these are lifted to be transported to the washing phase.

Lifting and pick up of the vials by the transport pincers

Turning upside-down and transportation of vials through the washing/drying stations by means of pincers.

Internal and external washing and air blowing of the containers.

Turning upright and guided discharge system of the washed containers

According to current GMP guidelines and in compliance with CE regulations

Direct connection with the sterilization tunnel

Vials are washed upside down.

Infeed belt to be used as buffer of vials

Washing cycle including internal and external recirculated and WFI water.

Blowing cycle with sterile compressed air

A PLC integrated object counter counts all operated vials

Ports to enable printing of batch data directly to the printer via Ethernet connection

Power requirements 230 / 400 V, 50 Hz, 3 Ph + N + PE

WEIGHT AND DIMENSIONS

Total length 2995mm

Infeed area length 1000mm

Washing area length 1995mm

Exterior height 1850mm

Exterior width 2005mm

Vial infeed area width 1420mm
Number of pincers 8
Vial maximum diameter 52mm
Vial maximum height 150mm
Vial neck diameter 20mm
Infeed conveyor width 900 mm
Infeed tray max. width (mm) 550
Outfeed tray max. width (mm) 550

UTILITIES

Recycled water buffer tank 100 L
Electrical resistances power of the recycled water tank (kW) -5
Recycled water flow (l/h)- 3900
Water vapor output flow max. (m³/h)-250
WFI water flow max. (l/h) (4) -450 L
WFI water pressure 2,5-3,5 bars
Sterile air flow max. (Nm³/h) -6
Sterile air pressure (Bar) 4,0-5,0
Standard voltage (V) III+T+N) 400
Installed power (kW) 17
Installed power with prewashing ultrasonic bath (kW) 27

Used Materials for Components in Direct Contact with Water and Air

Needles: AISI 316L
Manifolds and pipes: AISI 316/316L
All contact parts made of SS316L material.
Protection with structure in stainless steel AISI 304. Doors are made of laminated tempered glass.

Hoses: PTFE Teflon

Roughness inside the circuit $Ra \leq 0,6 \mu\text{m}$.

Roughness outside the circuit $Ra \leq 0,8 \mu\text{m}$.

Used Materials for Components in Direct Contact with Containers

Guides: Delrin

Discharge pushers: AISI 304 and Delrin

Pincers: Delrin

Mechanical Components

Protections in AISI 304 stainless steel and doors in tempered glass.

Sanitary pump: SANIX, CSF or similar.

Pneumatic components: Festo

Machine frame in solid stainless steel AISI 304

One set of change parts for infeed and discharge

Kit of standard manifolds and needles

Infeed sloped belt of stainless steel AISI-304 wire mesh

Containers' channeling system towards the infeed

Automatic feeding and turning of the containers

Horizontal container transport with double stainless steel AISI-304 DIN8187 chain, carrying transversal bars with individual pincers to hold the containers

PLC: Allen-Bradley (Siemens optional).

Touch Screen Panel: Micro Innovation/Allen Bradley (Siemens optional).

Frequency Inverter for speed adjustment: Lenze/Allen Bradley or similar

Magnetic Safety Micro-Switches: Schmersal/Allen Bradley or similar

Safety

Safety enclosures with magnetic micro-switches

Emergency stop button

Color light indicators to show the operating status of the unit

NOTE

- FACTORY ACCEPTANCE TEST
- SITE ACCEPTANCE TEST
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- INSTALLATION AND COMMISSIONING
- OPERATION MANUALS
- MAINTANACE MANUALS
- SAFETY DATA SHEETS
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- IQ/OQ (INSTALLATION QUALIFICATION/OPERATIONAL QUALIFICATION)
- WARRANTY: 2 YEARS against manufacturer's defects
- Language: Must be in English

DEPYROGENATION UNIT

Introduction

The tunnel is designed to sterilize and depyrogenate glass containers by means of a laminar flow of hot air at a temperature of approx. 300-320°C (adjustable to max. 340°C).

Class 100 above the opening of the containers

Direct connection with the washing machine

Technical data

Width 1940mm

Length 2874mm

Infeed area length (mm) 759

Heating area length (mm) 1084

Cooling area length (mm) 1049

External height (mm) 2390

Internal height (mm) 190

External width (mm) 1940

Conveyor belt width (mm) 550

Overall useful area (m²) 1.58

Infeed area filter (m²) 0.37

Heating area filter (m²) 0.46

Cooling area filter (m²) 0.59

Air infeed flow (m³/h) 450

Air evacuation flow (m³/h) 380

Refrigerating water flow (l/h) 3050

Installed electrical power (kW) 45

Dissipate electrical power (kW) 2.58

Compressed air consumption (m³) 0.50

Vials maximum height 170mm

Min diameter 10.7mm

Output

Output of unit: synchronized with the rest of production line.

8R, 22mm diameter 13750 units

15R, 24mm diameter 11400 units

Utilities

Installed power 45kW

Voltage 400V

Phase -III

Frequency 50/60Hz

Cooling water pressure 1-2 bar

Max. cooling water temperature 15°C

Design Criteria

According to current GMP guidelines and in compliance with CE regulations.

Protection with structure in stainless steel AISI 304.

Basic Construction

Supporting welded construction made of stainless steel AISI 304

Ni-Cr heaters encapsulated in AISI-316 tubes and isolated by milled quartz. Tunnel passage and frame made of AISI-304 stainless steel.

Tunnel passage with several supporting points for thermal expansion during the heating up and cooling down phases.

Insulation of the whole depyrogenation area through calcium silicate plates, rock wool panels and bio-soluble ceramic fiber material

U-shaped AISI-304 stainless steel wire mesh conveyor belt, designed to suit a laminar flow system, with imbricate metal plates along both sides and automatic tensioning device.

Conveyor belt is driven automatically by a controlled motor with variable frequency. Adjustable speed for each recipe and each glass container.

Baffle plates, manually adjustable, at the beginning and the end of the sterilizing zone allowing a perfect distribution of the circulating air and achieving a homogeneous speed within the depyrogenation module.

Lateral guides also avoid the breakage of containers

Drawers for collection of broken glass below the whole transport area.

Mechanical Components

Fans: MZ, SODECA, Ziehl or similar

Pneumatic components: Festo

Valves of cooling circuit: Saunders, Gemu, BURKERT or similar

Pump of cooling circuit: Grundfos or similar

Filters

Infeed area

Pre-filter - Camfil Farr type Camplis G4 or American Air Filter

Frame in stiff waxed cardboard and cotton/ synthetic fiber as a filtering media –

Efficiency 92% EUROVENT 4/5 EU4

HEPA absolute filter

Camfil Farr type ER (GS) or American Air Filter

Frame in AISI-304 and Polyurethane as a filtering media –

Efficiency 99,95% MPPS tested at nominal volume flow

Depyrogenation area

HEPA absolute filter - Camfil Farr type 1FRK or American Air Filter

Frame in stainless steel and Ceramic fiber as a filtering media

Efficiency 99.97% DOP tested at 0.3 µm at nominal volume flow

Cooling area

HEPA absolute filter - Camfil Farr type ER (GS) or American Air Filter

Frame in AISI-304 and Polyurethane as a filtering media

Efficiency 99.95% MPPS tested at nominal volume flow

Electrical and Electronic Components

PLC: Allen Bradley (Siemens optional)

Touch Screen Panel: Allen Bradley or similar

Frequency Inverter for speed adjustment: Lenze, Allen Bradley or similar

Transducers: Dwyer, Aplisens or similar

Temperature probes: JUMO, or similar

Manometers: Magnehelic (Dwyer)

Pressure switches: Magnehelic (Dwyer)

Data recorder: Yokogawa, Eurotherm or similar

CONTROL AND ALARMS SYSTEMS

Conveyor Belt

Encoder to control the speed of the belt with an alarm on the control panel

Presence of a device to detect the vials' absence at the entrance area

Infeed Area

Manometer to measure the pressure difference before and after the pre-filter in order to detect the level of obstruction of the filter.

Manometer to measure the pressure difference before and after the absolute filter in order to detect the level of obstruction of the filter.

Pressure switch to control the efficiency of the infeed fan; puts the machine in emergency mode and starts an alarm on the control panel

Pressure switch to control the efficiency of the exhaust fan; puts the machine in emergency mode and starts an alarm on the control panel.

Pt-100 temperature sensor to control the maximum air temperature in the infeed chamber, triggers an alarm on the control panel.

Pt-100 temperature sensor to control the maximum air temperature in the exhaust channel, triggers an alarm on the control panel

Depyrogenation Area

Pt-100 sensor to control the maximum temperature of the heaters.

Pt-100 sensor to control the air temperature on the vials

Manometer to measure the pressure difference before and after the absolute filter in order to detect the degree of obstruction of the filter.

Differential transmitter to control the air pressure/speed between the aspiration of the circulation fan and under the vials;

Pressure switch to control the efficiency of the circulation fan; puts the machine in emergency mode and triggers an alarm on the control panel.

Cooling Area

Manometer to measure the pressure difference before and after the absolute filter in order to detect the level of obstruction of the filter

Pressure switch to control the efficiency of the circulation fan; puts the machine in emergency mode and triggers an alarm on the control panel.

Pt-100 temperature sensor to control the cooling air, which sends an alarm to the control panel in case of high temperature, and the machine stops.

Differential transmitter to control the air pressure between the tunnel and the clean area; this value is continuously registered by the control system.

Safety

Emergency stop button

Gates in-between the different zones of the tunnel operate manually. The height is adjusted manually according to the vial size.

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FILLING AND CLOSING UNIT

Machine frame and plate in AISI-304 stainless steel.

Supports and columns made of AISI-304 stainless steel and anodized aluminium.

The design and surface finish of all parts allow easy cleaning and care.

Variable working speed through touch screen placed in the chassis of the machine.

Lineal and intermittent-motion, through 1 set of servo-driven comb and guide for 8R and 15R vials made of AISI-304 and POM (Polyoxymethylene) respectively.

6 bar clean air pressure

INFEED SYSTEM

Infeed Trays

Automatic infeed of cylindrical vials from the sterilization tunnel through a rotary table towards the intermittent rack system

Infeed tray for feeding empty vials from the depyrogenation tunnel.

Lateral infeed tray for feeding lyo-vials after freeze dryer.

Distribution table integrated at the unit's bench for the infeed of vials.

FILLING SYSTEM AND CLOSING SYSTEM

Volumetric Filling System

Servo-driven dosing system, control of dosing speed, acceleration, volume to dose

Volumetric dosing equipment with valveless rotary piston pumps

Filling system, no container, no dose, stop machine

Dosing volume and drip-free system programmable from the control panel

Electronic filling station through 2 double programmable volumetric pumps.

Four (4) dipping nozzles

Filling volume 1-8mls

Production speed with volumetric pumps for 8 ml: up to 7,200 uph.

Production speed with volumetric pumps for 15 ml: up to 7,200 uph.

Filling vials 8R and 15R

Vial Diameter 22mm

Vial height 45mm-54mm

Station for rubber stoppers

Automatic infeed of siliconized rubber stoppers through circular vibrator feeder designed for 20mm rubber

Vibrator feeder made of AISI-316L stainless steel electro-polished.

Electronic regulation of amplitude for circular vibrator.

Control system in the linear link in order to stop the circular vibrator when there is an accumulation excess

Height adjustable support for circular vibrator, by numerical micrometer position indicator. Construction in stainless steel AISI-304 and anodized aluminum.

Bulk vibratory hopper to increase the time of autonomous infeed of stoppers.

Automatic positioning of siliconized rubber stoppers onto the vials, through pick & place head.

Partial positioning (half stopper) of siliconized rubber for lyophilized rubber stopper

Rubber stoppers are manipulated by vacuum, through a vacuum Venturi ejector

Turning motion and vertical haul of the pick and place station through pneumatic actuators.

Festo pneumatics.

Station for caps

Automatic infeed of aluminium caps through circular vibrator feeder designed for 20mm flip off aluminium caps

Vibrator feeder made of AISI-316L stainless steel electro-polished.

Electronic regulation of amplitude for circular vibrator.

Control system in the linear link in order to stop the circular vibrator when there is an accumulation excess.

Height adjustable support for circular vibrator, by numerical micrometer position indicator. Construction in stainless steel AISI-304 and anodized aluminum.

Bulk vibratory hoppers to increase the autonomy.

Withdrawal station of caps, through an escapement chute with head of retention jaws for 20mm flip off aluminium caps.

Manual adjustment on height of the station through numeric indicator of micrometric position.

Automating closing

Electronic closing station for caps through tangential dynamic rolling heads.

Servo-driven variable speed of the closing head.

Servo-driven vertical haul motion of the closing station.

Rotary base of the vial

Control and adjustment motion of the closing station from the control panel HMI.

Excellent water-tightness and closing quality.

Minimum generation of particles during closing

Output: 100 vials or more per minute

Fully made of stainless steel AISI 304.

Closing station designed to work with a crimp for aluminum seals (flip off-20mm diameter)

Rejection system to control any process defects.

Rejection is made by means of a vacuum star-wheel towards a rejection lane.

Outfeed accumulation table at the exit of the machine.

Automatic discharge of vials in the accumulation rotary table

Laminar Air Flow covering the bench and the closures infeed zone

Open RAB System.

SCADA in Supervisor PC to allow real-time monitoring

Design and manufacture of the machine according GMP Standards.

CE Plate Mark.

Built-in electrical cabinet.

Power elements with power supply of 24VCC Allen Bradley.

Voltage 400V III+ N + T / 50-60Hz.

Control panel integrated in the chassis of the machine.

Communication through 12" touch-screen.

Production data and parameters controlled from the communication screen.

Machine modes; automatic, manual, and peripheral systems mode

Interaction of all control elements through EtherNet

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PRINTING AND LABELLING

At the labeling point an electronic sensor should be able to sense vials and release a label from self-adhesive label roll.

The machine should be equipped with batch printing device that prints the batch no., lot number, and number of doses, manufacture date, expiry date, and some special user instructions.

The machine should have a pressing belt and a stationery rubber pad to ensure precise and perfect fixing of the label on the vial

Linear array, Wrap around labeling

Easy to manipulate the label height

Label dimension 65mmx25mm

Product speed of 100 or more vials/ minute

In built counter of the product

Suitable for glass vials

Container diameter 20-90mm

Vial height 35-200mm

Electrical requirements 230 / 400 V, 50 Hz,

NOTE

- FACTORY ACCEPTANCE TEST
- SITE ACCEPTANCE TEST
- TRAINING
- INSTALATION AND COMMISIONING
- OPERATION MANUALS
- SAFETY DATA SHEETS
- AFTER SALE SERVICES
- ANNUAL MAINTANANCE CONTRACT

- IQ/OQ (INSTALLATION QUALIFICATION/OPERATIONAL QUALIFICATION)
- WARRANTY: 2 YEARS against manufacturer's defects
- Language: Must be in English

EVALUATION CRITERIA

Kenya Veterinary Vaccines Production Institute will consider the following stages to evaluate the tender as follows.

- a) Mandatory tender requirements
- b) Technical evaluation on system specifications and the bidders' capacity to deliver the contract
- c) Financial Evaluation.
- d) Post qualification / Due diligence

(a) MANDATORY TENDER REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non-responsive and shall not be evaluated further.

No.	Documents to be submitted
1.	Provide documentary evidence of the company's registration details /Certificate of Incorporation.
2.	Provide a valid Tax Compliance Certificate for locals and/or an equivalent from the Revenue Authority from their country of domicile. Foreign companies shall ensure that their document is notarized.
3.	Tender security (Bid bond) of either Kenya Shillings Three Million Nine Hundred thousand Only (Kshs 3,900,000) or United States Dollars Thirty Nine Thousand only (US\$ 39,000) ; in form of a Bank guarantee from a bank licensed and operating in Kenya or another bank recognized by the Central Bank of Kenya. Tender security from an Insurance Company duly recognized by the Insurance Regulatory Authority and listed in the Public Procurement Regulatory Authority of Kenya (PPRA) website is also acceptable. This <i>shall</i> be in the format provided in the tender document.
4.	Properly bound (spiral or perfect cover, hard copy or case bound) paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order). For pagination, the number system to be used are numerical numbers, i.e. (1, 2, 3, 4, 5, 6, 7, 8, 9, 10,..... to the last page).
5.	Provide a duly filled, signed and stamped Form of Tender
6.	Attach duly filled and signed confidential questionnaire
7.	Provide a written power of attorney of the signatory of the tender to commit the tenderer.
8.	Provide copy of the company Business permit
9.	Financial Resources The bidders shall submit audited financial statements prepared in accordance with International Financial Reporting Standards for the past three preceding years
10.	Submit a statement in the letterhead of the bidder indicating that the company is not insolvent, in receivership, bankrupt or in the process of being wound up.
11.	Submit a statement in the letterhead of the bidder indicating that the person or his/her subcontractor, if any, is not debarred from participating in procurement proceedings.
12.	Submit a statement in the bidder's letter head indicating that the person participating in procurement proceedings has not been convicted of corrupt or fraudulent practices.

b) Mandatory Technical Evaluation

- In order to increase objectivity in the evaluation, bidders **MUST** indicate how the proposed system will meet / satisfy the technical requirements indicated in the table below:
- Provide details and data sheets or brochures as evidences and provide reference pages
- Bidders **MUST** respond in writing (detailed sentence responses) in each table on the Vendor's response column. Responses such as marking compliant, partially compliant, non-compliant, (√) or (X) shall be treated as **INVALID** entries and shall not be evaluated
- Bidders Response (provide cross-reference in the bid document where the requirement is met).

No.	ITEM DESCRIPTION	Bidders responses YES/NO
1.	Installation and training at the site to be done together for EIGHT (8) KEVEVAPI officers for a period of FIVE (5) working days.	
2	Confirmation of availability of maintenance support for a period of FIVE (5) years from the date of equipment commissioning	
3.	Confirmation of availability of spares for a period of FIVE (5) years from the date of equipment commissioning.	
4.	Pre-design and factory acceptance visit at supplier's site by at least Six (6) client officers for FIVE (5) days excluding travelling dates.	
5	Supplier to confirm the replacement of any defective part(s) during the warranty period at the supplier's cost.	
6.	Provide some comprehensive operational and maintenance manual/brochures in both soft and hard copy.	
7	All systems to operate within the Kenyan National Power Grid rated at 240 VAC/50 Hz single phase and 415 V 3-phase power supply.	
8	Full data logging, control and educational software must be supplied with the equipment where necessary.	
9	Provide a sample Service Level Agreement (SLA) for maintenance support for a period of five (5) years beginning from the date of expiry of warranty period. The cost will be part of the contract price and shall be quoted in the price schedule as indicated.	
10	Provision of warranty for two (2) year for each equipment from the date of Equipment commissioning	
11	Provide detailed technical brochures and any other literature for all equipment under this project.	

12	Submit a Maintenance support Plan for a period of five (5) years from the date of equipment commissioning and include the costing in the offer.	
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c) Technical Evaluation Criteria

No.	ITEM DESCRIPTION	Max score (marks)	
1.	<p>General Experience:</p> <p>a) Annual Turnover – \geq Kshs 500,000,000.00 (3 marks) \leq Kshs 499,000,000.00 (2 marks)</p> <p>b) Specific Experience</p> <p>i) Successful Project Experience of Similar Nature and Complexity - Annual Production Rate of the Vial Processing Unit - Project Experience in the Country Concerned and/or in Similar Countries</p> <p>The vendor shall prove that he has supplied and commissioned at least two (2) similar projects whose value is Kshs. 150 million and above on each contract. At least one MUST have been undertaken in Veterinary Vaccines Production.</p> <p>Provide copies of Certificates of Completion, copies of contracts/Purchase order and corresponding recommendation letters for each of the stated projects. The letters must be on the letter heads of the respective client and include names, addresses, and email and telephone contacts of the two companies who may be contacted for further information on these projects. (30 marks)</p> <p>ii) Provide video on DVD showing a process flow of vial processing unit (10marks)</p>	45	
2	<p>Personnel Capabilities:</p> <p>Experience of key staff and Alternative for Key Management and Specialist Positions (Provide 5 CVs) (2 marks each)</p>	10	
3.	<p>Equipment Capabilities</p> <p>a) Type, Characteristics, Minimum Number and Availability of Key Equipment (10 marks)</p> <p>b) Type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services (Provide a list) – (5 marks)</p>	25	

	c) Provide a sample Service Level Agreement (SLA) for maintenance support for a period of five (5) years beginning from the date of expiry of warranty period. The cost will be part of the contract price and shall be quoted in the price schedule as indicated. (10 marks)		
4.	Financial Position a) Cash Flow Capacity (7.5 marks) b) Soundness of Financial Position (7.5 marks)	15	
5	Provide Litigation History Accurate Information on Any Litigation or Arbitration Resulting From Contracts Completed or Under Execution (5 marks)	5	
		100	

For the tenderer to be considered technically responsive they should score 70% and above

C) FINANCIAL EVALUATION CRITERIA

Financial evaluation shall be conducted for the bidders who will have passed the technical evaluation as outlined in (b) above.

The financial evaluation will include checking for arithmetic errors where necessary and shall take into account any financial discounts stated in the bid document. The winning bidder will be the lowest evaluated bidder.

PRICE SCHEDULE FORM

TITLE OF TENDER: SUPPLY, INSTALLATION, TRAINING AND COMMISSIONING OF VIAL PROCESSING UNIT AT KABETE PRODUCTION UNIT

TENDER NUMBER: KVVPI - ...T...-2019-2020

NAME OF TENDERER: -----

No	REQUIREMENT	UNIT	QTY	AMOUNT KSHS OR OTHER APPLICABLE CURRENCY
1.	Supply, Delivery, Installation, Testing and Commissioning of Vial Processing Unit at Kabete Production Unit as per the specifications provided in the tender document	Lot	1	
2.	Factory Acceptance Test (FAT) Training ✓ Factory training and Acceptance tests (5 Days for 5 officers) ✓ All training and FAT costs shall include the cost of airfare to and from Nairobi, Kenya (economy class) travel medical insurance and Airport transfers and DSA based on the Purchaser's standard rate. The supplier shall pay-out said DSA to the beneficiaries. For the moment, the standard daily DSA rate is USD 400.	Lot	1	
3.	Site Training ✓ Site Training will be done for five (5) days for eight (8) officers.	Lot	1	
4.	Provision of warranty for two (2) years for each equipment from the date of Equipment commissioning.	Lot	1	
5.	Provide proposed firm cost of maintenance support Plan for a period of five (5) years beginning from the date of expiry of warranty period as per your proposed sample Service Level Agreement (SLA) <i>Note: - This cost will be paid on prorated basis biannually after satisfactory provision of the services.</i>	Lot	1	
TOTAL PRICE AND CURRENCY INCLUSIVE OF ALL APPLICABLE TAXES TO BE TRANSFERRED TO FORM OF TENDER.				

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- All prices quoted shall be inclusive of all applicable taxes (DDP 2020)
- Price quoted should include all the items and accessories pertaining to this project.
- Prices should be submitted in either Kenya Shillings (Kshs) or United States Dollars (USD) or in freely convertible currency.
- The exchange rate to be applied will be the Central Bank of Kenya (CBK) prevailing rate at the closing date of the tender on Central Bank Kenya's website.

Authorized Official

Name _____

Signature _____

Date and official stamp _____

SECTION VII - STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the KEVEVAPI pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the KEVEVAPI in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the KEVEVAPI and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

FORM OF TENDER

Date _____

Tender No. KVVPI/IT/01/2019-2020

To: The Chief Executive Officer,
Kenya Veterinary Vaccines Production Institute,
P.O. Box 53260-00200, Nairobi

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....
[insert numbers) of which is hereby duly acknowledged, we the undersigned, offer to **Supply, Installation, Testing and Commissioning of Vial Processing Unit at Kabete Production Unit** 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 the contract in accordance with the schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2020

[signature]

[In the capacity of]

duly authorized to sign tender for and on behalf of

CONTRACT FORM

THIS AGREEMENT made the ___day of ___20___ between..... [name of procurement entity] of[country of Procurement entity](hereinafter called “the KEVEVAPI”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the KEVEVAPI invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]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 KEVEVAPI’s Notification of Award.
3. In consideration of the payments to be made by the KEVEVAPI to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the KEVEVAPI to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The KEVEVAPI hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 KEVEVAPI)

Signed, sealed, delivered by_____the _____(for the tenderer)

in the presence of_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

Part 1 General

Business Name.....

Location of Business Premises

Plot No, Street/Road

Postal address Tel No. Fax Email.....

Nature of Business

Registration Certificate No.

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor				
Your name in full..... Age.....				
.....				
Nationality.....Country of Origin.....				
Citizenship details				
Part 2 (b) – Partnership				
Given details of partners as follows				
	Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
Part 2 (c) – Registered Company				
Private or Public:				
State the nominal and issued capital of company				
Nominal Kshs..				
Issued Kshs.....				
Given details of all directors as follows				
	Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....

	3.
	4.
	Date.....Signature of Candidate.....

TENDER SECURITY FORM

Whereas[name of the tenderer] (hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[Name and/or description of the services]

(Hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at.....

[name of location](hereinafter called “the Bank”)are bound unto.....

[name of KEVEVAPI](hereinafter called “the KEVEVAPI”) in the sum of

for which payment well and truly to be made to the said KEVEVAPI, 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 KEVEVAPI 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 KEVEVAPI up to the above amount upon receipt of its first written demand, without the KEVEVAPI having to substantiate its demand, provided that in its demand the KEVEVAPI 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 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)

PERFORMANCE SECURITY FORM

To:

[name of the KEVEVAPI]

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 services](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 figures],

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 your 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 2020

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date] (Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of 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 KEVEVAPI a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of

[amount of guarantee in figures and words].

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the KEVEVAPI 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 thereunder or of any of the Contract documents which may be made between the KEVEVAPI 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 and 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]

**DETAILS OF LITIGATION OR ARBITRATION PROCEEDINGS IN WHICH
THE TENDERER HAS BEEN INVOLVED AS ONE OF THE PARTIES IN THE
LAST 5 YEARS**

1.
2.
...
3.
4.
...
5.
6.
...
7.
8.
9.
10.

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
.....
..... (insert name of the Company) who is a
Bidder in respect of Tender No.
..... for (insert tender
title/description) for (insert name of the
Procuring entity) and duly authorized and competent to make this
statement.

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

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

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

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

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

Bidder's Official Stamp

REPUBLIC OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT

CHAPTER 15 LAWS OF KENYA

AND

IN THE MATTER OF

THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015

I, holder of Identity card no.....and care of P. O. Box and being a resident of in the Republic of Kenya do hereby make oath and state as follows: -

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer /Director of (name of the Candidate) which is a Candidate in respect of Tender Number to supply goods, render services and/or carry out works for Kenya Veterinary Vaccines Production Institute and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Veterinary Vaccines Production Institute, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Veterinary Vaccines Production Institute.
4. **THAT** the aforesaid candidate has not committed any offence under the Laws of Kenya or the Procurement Laws or been debarred from participating in any tenders by virtue of non-performance/poor-performance or any other legal reason and is not undergoing any adverse disciplinary action/claim before the Public Procurement and Disposal Authority.
5. **THAT** the aforesaid candidate, its directors and shareholders have not been convicted of corrupt or fraudulent practices in any court of competent jurisdiction within the Republic of Kenya.
6. **THAT** the aforesaid candidate has not defaulted in his/her/their/its tax obligations per the tax laws of the Republic of Kenya.

7. **THAT** the aforesaid candidate has not been in breach of the employment laws of the Republic of Kenya.

8. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at by the said }

..... }

Name of Chief Executive/Managing Director/ }

Principal Officer/Director }

on this day of 2020 }

}

}

DEPONENT

Before me }

}

Commissioner for Oaths }