



# **KENYA SEED COMPANY LIMITED**

## **TENDER DOCUMENT**

### **TENDER FOR SUPPLY AND DELIVERY OF SEED TREATMENT CHEMICALS**

**TENDER NO. KSC/T/STC/05/2017**

**TENDER CLOSING & OPENING DATE: 31<sup>st</sup> OCTOBER 2017**

**KENYA SEED COMPANY LIMITED  
P.O, BOX 553-30200  
KITALE  
TEL. 054 31909-14, 0722 205 144**

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## SECTION I

### INVITATION FOR TENDERS

16<sup>th</sup> October 2017

**TENDER NAME: TENDER FOR SUPPLY OF SEED TREATMENT CHEMICALS**

**TENDER REF: NO. KSC/T/STC/05/2017**

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1.1. Kenya Seed Company Limited invites eligible manufacturers, agents, distributors and retailers for supply and delivery of Seed Treatment Chemicals as indicated in Section V of the tender document (*schedule of requirement*).

1.2. A complete set of Tender documents may be obtained by interested candidates upon payment of non-refundable fee of Kshs.1,000.00 per set of documents in cash or bankers cheque payable to Kenya Seed Company Limited during official working hours from the offices of: -

- |   |  |  |
|---|--|--|
| 1. Procurement Department<br>Kenya Seed Company Ltd.,<br>P.O. Box 553,<br>KITALE.<br>Tel: 054-31909-31914 | 2. The General Manager<br>Simlaw Seeds Ltd.,<br>P.O. Box 40042,<br>NAIROBI<br>Tel: 020-215066/67 | 3. The Branch Manager,<br>Kenya Seed Company Ltd.,<br>P.O. Box 959,<br>NAKURU.<br>Tel: 051-2211503 |
|---|--|--|

1.3. Interested bidders may also access and download the tender document free of charge from the website [www.kenyaseed.com](http://www.kenyaseed.com). Interested bidders who opt to download the Tender Document shall be required to submit their contact details to [procurement@kenyaseed.co.ke](mailto:procurement@kenyaseed.co.ke) for recording.

1.4. Completed tender documents are to be enclosed in a plain sealed envelope clearly marked TENDER REF. KSC/T/STC/05/2017 -SUPPLY AND DELIVERY OF SEED TREATMENT CHEMICALS, and be deposited in the TENDER BOX available at the **Company's Head Office, Ground floor, Mbegu plaza, KITALE.**

The tender be addressed to:

The Managing Director,  
Kenya Seed Company Limited,  
P.O. Box 553,  
**KITALE**

**Attn: Procurement Manager**

So as to be received **on or before 31<sup>st</sup> August 2017.at 11.00am**

1.5. Tenders will be opened immediately thereafter in the presence of tenderers representatives who choose to attend on the same date and time at Kenya Seed Company Headquarters, Boardroom, Kitale.

- 1.6. Prices quoted must be inclusive of all relevant taxes; packaging and transport cost to Kenya seed headquarters, Kitale and expressed in Kenya Shillings. The prices shall remain valid for a period of 90 days from the date of tender closing. Your tender document must be accompanied with Tender security of **Kes 2,000,000.00** in the form of Bank guarantee issued by reputable banks or Insurance Companies approved by the Public Procurement Regulatory Authority (PPRA) valid for 120 days
- 1.7. The company reserves the right to accept or reject any tender or in part or in whole.

**Managing Director.**

## 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 instruction to tenderers. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 2.1.2 Tenderers shall provide the qualification statement that the tenderer (including all members of a joint venture and sub contractors) 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 Kenya Seed company to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the same goods under this invitation for tenders.
- 2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### 2.2. COST OF TENDERING

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of the tender, and the Kenya Seed Company will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

#### 2.3. CONTENTS

- 2.3.1 The tender document comprises the documents listed below and addenda that may be issued in accordance with clause 2.5 of these instructions to tenders.
- i. Invitation for tenders.
  - ii. General information.
  - iii. General condition of contract.
  - iv. Tender form and schedule of requirement
  - v. Tender security form (Bid security)
  - vi. Contract Form
  - vii. Manufacturer's authorization
  - viii. Tender questionnaire.
  - ix. Confidential questionnaire
- 2.3.2 **The tenderer is expected to examine all instructions, forms, terms, conditions 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 tenderer's risk and may result in the rejection of his tender.**

#### **2.4. CLARIFICATION OF DOCUMENTS.**

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the company in writing or by cable (hereinafter, the term 'cable' is deemed to include, e-mail ([procurement@kenyaseed.co.ke](mailto:procurement@kenyaseed.co.ke)) or facsimile) at the company's address indicated in the invitation for tenders. Kenya Seed will respond in writing to any request for clarification of the tender documents, which it receives no later than Seven (7) days prior to deadline for the submission of tenders prescribed by the company. Written copies of the company's 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. AMENDMENT OF DOCUMENTS**

2.5.1 At any time prior to the deadline for submission of tenders, Kenya Seed for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by amendment.

2.5.2 All prospective tenderers that have received the tender document will be notified of the amendment in writing or by email and will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the company at its discretion may extend the deadline for the submission of tenders.

#### **2.6. LANGUAGE OF TENDER**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the company, 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.

#### **2.7. DOCUMENTS COMPRISING THE TENDER**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- a) A tender form and price schedule completed in accordance with clause 2.8 of these instructions to tenderers.

- b) Documentary evidence established in accordance with paragraph 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- c) Tender security furnished in accordance with paragraph 2.13.

## **2.8. TENDER FORM**

2.8.1 The tenderer shall complete the Tender Form and the appropriate price schedule furnished in the tender documents, indicating the goods to be supplied.

## **2.9. TENDER VALUE**

2.9.1 The tenderer shall indicate on the appropriate price schedule the unit cost and total tender value of the items he proposes to supply under the contract.

2.9.2 Prices indicated on the price schedule shall be entered separately as indicated in the schedule of requirement and must include:-

- i. The price of the goods quoted ex-factory, ex-warehouse, 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. (For this tender – Kitale – Trans Nzoia County.

2.9.3 Prices quoted by the tenderer shall be fixed during the Tender period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.21.

## **2.10. TENDER CURRENCIES**

2.10.1 Prices shall be quoted in Kenya Shillings.

## **2.11. TENDERER'S ELIGIBILITY AND QUALIFICATIONS**

2.11.1 Pursuant to paragraph 1 of section 3, the tenderer shall furnish, as part of his tender, documents establishing eligibility to tender and his qualifications to perform the contract if his tender is accepted.

2.11.2 The documentary evidence of the tenderers eligibility to tender shall establish to the company's satisfaction that the tenderer at the time of submission of his tender, he is eligible as per requirements stated under paragraph 1 of section 2.

- 2.11.3 The documentary evidence of the tenderer's qualifications to perform the contract if his tender is accepted shall establish to the company's satisfaction.
- a) That, in the case of a tenderer offering to supply items or goods under the contract which the tenderer did not manufacture or otherwise produce, **the tenderer should be duly authorized by the goods manufacturer or producer to tender and supply on their behalf.**
  - b) That the tenderer has the financial, technical and production capability necessary to perform the contract.

## **2.12. GOODS ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS**

- 2.12.1 Pursuant to paragraph 2.1 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 2.12.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the price schedule of the Country of origin of the goods offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.12.3 The documentary evidence of conformity of the goods or items 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 characteristics of the goods
  - b) A clause-by-clause commentary on the Kenya Seed Company's Technical Specifications demonstrating substantial responsiveness of the goods to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.12.4 For purposes of the commentary to be furnished pursuant to paragraph 2.12.3(b) 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 Kenya Seed Company Limited in the Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in his tender, provided that he demonstrates to the Company's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.13. TENDER SECURITY**

- 2.13.1 The tenderer shall furnish, as part of his tender security for the amount specified in the invitation to tender.



- 2.13.2 The tender security is required to protect the company against the risk of tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.13.7.
- 2.13.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a **bank guarantee or a bank draft** issued by a reputable bank located in Kenya, or **insurance Bond** issued by an insurance company approved by the Public Procurement Regulatory Authority (PPRA) in the form provided in the tender documents or another form acceptable to the company and valid for thirty (30) days beyond the validity of the tender.
- 2.13.4 Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 will be rejected by the company as non-responsive, pursuant to paragraph 21.
- 2.13.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the company.
- 2.13.6 The successful tenderer's security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28 and furnishing the performance security, pursuant to paragraph 2.29.
- 2.13.7 The tender security may be forfeited:
- a) If a tenderer withdraws his tender during the period of tender validity specified by the company 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 2.28 or
    - ii. To furnish performance security in accordance with paragraph 2.29.

## **2.14. VALIDITY OF TENDERS**

- 2.14.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the company pursuant to paragraph 2.17. A tender valid for a shorter period shall be rejected by the company as non-responsive.
- 2.14.2 In exceptional circumstances, the company 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 13 shall also be suitably extended. A tenderer may refuse the request without forfeiting his tender security. A tender granting the request will be required nor permitted to modify his tender.

## **2.15. FORMAT AND SIGNING OF TENDER**

- 2.15.1 The Tenderer shall prepare one original and one copy of tender, clearly marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER”** AS **APPROPRIATE**. In the event of any discrepancy between them, the original shall govern.
- 2.15.2 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 tender to the contract. **The authorization shall be indicated by written power-of-attorney accompanying the tender.** All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.15.3 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.

## **2.16. SUBMISSION OF TENDEDEERS**

- 2.16.1 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**.
- 2.16.2 The inner and outer envelopes shall be clearly marked **TENDER REF. KSC/T/STC/05/2017 -SUPPLY OF SEED TREATMENT CHEMCALS “DO NOT OPEN BEFORE, 31<sup>ST</sup> OCTOBER 2017 AT 11.00 A.M. and** address to the company at the following address.  
**The Managing Director,**  
**Kenya Seed Company Limited**  
**P.O. Box 553-30200**  
**KITALE**
- 2.16.3 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”**.
- 2.16.4 If the outer envelope is not sealed and marked as required by paragraph 2.16.2 the company will assume no responsibility for the tender’s misplacement or premature opening.

## **2.17. DEADLINE FOR SUBMISSION OF TENDERS**

- 2.17.1 Tenders must be received by the company at the address specified under paragraph 2.16.2 not later than, **31<sup>st</sup> October, 2017 at 11.00 a.m.** (the time and date specified).
- 2.17.2 The company may at its discretion, extend this deadline for the submission of tenders by amending as per paragraph 2.5, in which case all rights and obligations of the company and candidates previously subject to the deadline will thereafter be subject to the deadline as extended

## **2.18. MODIFICATION AND WITHDRAWAL OF TENDERS**

- 2.18.1 The tenderer may modify or withdraw the tender after the tender submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the company prior to the deadline prescribed for submission of tenders.
- 2.18.2 The tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision of paragraph 2.17.

A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

- 2.18.3 No tender may be modified after the deadline for submission of tenders.
- 2.18.4 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 tenderers forfeiture of its tender security, pursuant to paragraph 2.13.7.

## **2.19. OPENING OF TENDERS**

- 2.19.1 The company will open all tenders in the presence of tenderers representatives who choose to attend at **11.00 A.M. on 31<sup>st</sup> October 2017** (the time, on the date) and in the following location: -

Kenya Seed Company Limited

Headquarters Boardroom

P.O. Box 553-30200

KITALE.

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

- 2.19.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the company at its discretion may consider appropriate, will be announced at the opening.
- 2.19.3 The company will prepare minutes of the tender opening.

## **2.20. CLARIFICATION OF TENDERS**

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

## **2.21. PRELIMINARY EXAMINATION AND RESPONSIVENESS**

- 2.21.1 The company 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.
- 2.21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit 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, his 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.
- 2.21.3 The company may waive minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking or any tenderer.
- 2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the company 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 company's determination of a tenders' responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.21.5 If a tender is not substantially responsive, **it will be rejected by the company and may not subsequently be made responsive by the tenderer by correction of the non-conformity.**

## **2.22. EVALUATION AND COMPARISON OF TENDERS**

- 2.22.1 The company will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21.

2.22.2 The company'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 the requirement schedule:

- a) Deviations in payment schedule from that specified in the special conditions of contract
- b) The availability of the after sales service & maintenance and total cost of ownership

2.22.3 Pursuant to the paragraph 2.22.2 the following evaluation methods will be applied:

(a) **Delivery Schedule**

The company requires that the goods specified under the invitation for tenders shall be delivered at the time specified in the schedule of requirements.

Tenderers offering deliveries longer than the Company required delivery time will be treated as no-responsive and rejected.

(b) **Deviation in payment schedule**

Tenderers shall state their price and 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 company may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation Committee shall evaluate tenders within 15 days from the date of tender opening.

**2.23. CONTACTING THE COMPANY**

2.23.1 Subject to paragraph 2.20, **no tenderer shall contact the company on any matter relating to his tender**, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the company in its decision on the tender evaluation, tender comparison, or contract award may result in the rejection of the tenderers' tender.

**2.24. POST-QUALIFICATION**

2.24.1 The company 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.

2.24.2 The determination will take into account the tenderer's eligibility. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.3 as well as such other information as the company deems necessary and appropriate.

2.24.3 An affirmative determination will be a pre-requisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderers' tender in which event the company will proceed to the next lowest evaluated

tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

**2.25. AWARD CRITERIA**

2.25.1 Subject to paragraph 2.9, 2.22, and 2.27 the company 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. COMPANY'S RIGHT TO VARY TENDER REQUIREMENT OR REJECT ANY TENDER.**

2.26.1 The company 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 tenderers.

2.26.2 The company reserves the right at the time of contract award to decrease the quantity of goods originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

**2.27. NOTIFICATION OF AWARD**

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

2.27.2 The notification of award will constitute the formation of the contract.

2.27.3 Upon acceptance of award by the successful the company will promptly notify each unsuccessful tenderer and will discharge his tender security, pursuant to paragraph 2.13.

**2.28. SIGNING OF CONTRACT**

2.28.1 At the same time as the company notifies the successful tenderer that his tender has been accepted, the company will send the tenderer the contract form provided in the tender documents, incorporating all agreement between the parties.

2.28.2 After fourteen (14) days of receipt of the award notification, the successful tenderer shall sign and date the contract and return it to the company.

**2.29. PERFORMANCE SECURITY**

2.29.1 Within seven (7) days 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 company.

29.1 Failure of the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the

award and forfeiture of the tender security, in which event the company may make the award to the next lowest evaluated candidate or call for new tenders.

### **2.30. CORRUPT FRAUDULENT PRACTICES**

2.30.1 The company requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In this respect, the company.

- a) Defines the purpose of this provision, the terms set forth below as follows:
  - i. **“Corrupt Practice”** means the offering giving, receiving or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution and
  - ii. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the company and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the company of the benefits of free and open competition.
- b) 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.
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

2.30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

## Appendix to instructions to Tenderers

The following information shall complement/ supplement the provisions on 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  |
|---------------------------|---|
| 2.1.1                     | Eligible tenderers: <b>Manufacturers and Authorized distributors, stockiest and retailers seed treatment chemicals</b>  |
| 2.2.1                     | Price to be charged for the Tender Documents: <b>Kes 1,000.00</b>   |
| 2.11.1                    | Particulars of eligibility and qualification documents – <b>Evidence required:</b><br><b>Copies of</b> <ol style="list-style-type: none"> <li>i. <b>Certificate of incorporation</b></li> <li>ii. <b>Valid tax compliance certificate</b></li> <li>iii. <b>PCPB Registration for each product</b></li> <li>iv. <b>Manufacturer’s authorization (if not the manufacturer)</b></li> </ol>   |
| 2.13.1                    | Tender Security sum shall be <b>Kenya shillings two million only (Kes 2,000,000.00)</b>   |
| 2.13.3                    | Form of Tender security: <b>Tender security shall be in the form of Guarantee from a reputable bank or Insurance Company approved by The Public Procurement Regulatory Authority (PPRA)</b>   |
| 2.14.1                    | Tender Validity: <b>Tenders shall remain valid for 90 days from the date of tender Opening.</b>   |
| 2.15.2                    | No of copies of Tender Documents to be submitted:- <b>An original and one copy</b>  |
| 2.16.2                    | Bulky tender documents which do not fit the Tender Box shall be delivered to Procurement Manager’s Office.  |
| 2.21                      | Tenderers are required to submit the following Mandatory Documents or information which shall be used to determine Responsiveness at the Preliminary examination stage. <ol style="list-style-type: none"> <li>i. Certified copy of Certificate of Incorporation.</li> <li>ii. Valid Tax Compliance Certificate Issued by Kenya Revenue Authority (KRA)</li> <li>iii. Copies of PCPB Registration for the products proposed</li> <li>iv. Original Tender Security of <b>Kes 2,000,000.00</b></li> <li>v. Tender Form duly completed Signed and Stamped by the Tenderer in the format provided.</li> <li>vi. Duly completed and signed Confidential Business Questionnaire in the format provided.</li> <li>vii. Manufacturer’s authorization <i>if not the manufacturer</i></li> </ol> <p><b><i>At this stage, the Tenderer’s submission shall either be Responsive or Non-responsive. The Non-Responsive Submissions will be eliminated from the entire evaluation Process and will not be considered further.</i></b></p> |



|        |   |
|--------|---|
| 2.21.2 | Arithmetical errors will NOT be rectified however minor arithmetic errors which will not affect the substance may be corrected and communicated to the tenderer. Any major discrepancy between the unit price and the total price will lead to disqualification.  |
| 2.22   | <p><b>EVALUATION AND COMPARISON OF TENDERS</b></p> <p>The following evaluation criteria shall be applied not withstanding any other requirement in the tender document.</p> <p><b>SELECTION PROCESS</b></p> <p><b>PHASE 1 PRELIMINARY EXAMINATION</b></p> <p>All the received tenders shall be examined for completeness and compliance to the stated tender requirement. At this stage, the tenderer’s submission shall either be responsive or non-responsive. The non-responsive submissions will not be considered further.</p> <p><b>PHASE 2 TECHNICAL EVALUATION</b></p> <p>This will be done by comparing details of the product offered against the minimum requirements/technical specification and confirming the same from the technical literature/brochures submitted. It will also involve identifying and determining any deviation(s) from the requirements, errors, oversights and Product efficacy and effectiveness.</p> <p><b>PHASE 3: FINANCIAL EVALUATION</b></p> <p>This will include the following:-</p> <ul style="list-style-type: none"> <li>- Confirmation and considering price schedule duly completed and signed.</li> <li>- Conducting a financial comparison</li> <li>- Correction of arithmetical errors if any</li> <li>- Deviations in payment schedule from that specified in the special conditions of contract</li> <li>- Application rate and cost of treatment per kilo of seed</li> </ul> |
| 2.25   | <p><b>Award criteria:</b></p> <p><b>Recommendation of the Lowest Evaluated Bidder</b></p> <p>The Company shall 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 a tenderer is determined to be qualified to perform the contract satisfactorily</p>  |

## **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 company 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 Company”** means Kenya Seed Company Limited, the buyer of the goods under this contract.
- d) **“The Tenderer”** means the individual or firm supplying the goods under the contract to the company.

#### **3.2 APPLICATION**

3.2.1 These general conditions shall apply in all contracts made by the company for the procurement of new jute gunny bags.

#### **3.3 USE OF CONTRACT DOCUMENTS AND INFORMATION**

3.3.1 The candidate shall not, without the company’s prior written consent, disclose the contract or provision thereof, or any specifications plan, drawing pattern, sample or information furnished by or on behalf of the company in connection therein to any person other than a person employed by the tenderer in the performance of the contract.

3.3.2 The tenderer shall not without the company’s prior written consent, make use of any document or information enumerated in paragraph 3.3.1 above.

3.3.3 Any document other than the contract itself, enumerated in paragraph 3.3.1 shall remain the property of the company on completion of the tenderer’s performance under the contract if so required by the company.

#### **3.4 PERFORMANCE SECURITY**

3.4.1 Within seven (7) days of receipt of the notification of contract award, the successful tenderer shall furnish to the company the performance security in the amount specified in special conditions of contract.

3.4.2 The proceeds of the performance security shall be payable to the company as compensation for any loss resulting from the tenderers failure to complete its obligations under the contract.

3.4.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the company and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank

located in Kenya or abroad, acceptable to the company, in the form provided in the tender documents.

- 3.4.4 The performance security will be discharged by the company and returned to the candidate not later than thirty (30) days following the date of completion on the tenderers performance obligations under the contract, including any warranty obligation, under the contract.

### **3.5 PAYMENT**

- 3.5.1 The method and conditions of payment to be made to the tenderer under this contract shall be specified in special conditions of contract.
- 3.5.2 Payments shall be made promptly by the company as specified in the contract.

### **3.6 PRICES**

- 3.6.1 Prices charged by the tenderer for goods delivery and services 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 his tender.

### **3.7 ASSIGNMENT**

- 3.7.1 The tenderer shall not assign, in whole or part, its obligations to perform under this contract except with the company's prior written consent.

### **3.8 SUB-CONTRACTS**

- 3.8.1 The tenderer shall notify the company in writing of all sub-contracts 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.

### **3.9 TERMINATION FOR DEFAULT**

- 3.9.1 The company 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 perform, deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the company.
  - b) If the tenderer fails to perform any other obligation(s) under the contract.
  - c) If the tenderer, in the judgment of the company has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.9.2 In the event, the company terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the tenderer shall be liable to the company for any excess costs for such similar goods.

### **3.10 LIQUIDATED DAMAGES**

- 3.10.1 If the tenderer fails to deliver any or all of the goods within the period (s) specified in the contract, the company 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 goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.11 RESOLUTION OF DISPUTES**

3.11.1 The company 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.

3.11.2 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 adjudication in an agreed national or international forum and/or international arbitration.

### **3.12 LANGUAGE AND LAW**

3.12.1 The language of the contract and law governing the contract shall be English language and the laws of Kenya respectively unless otherwise stated.

### **3.13 FORCE MAJEURE**

3.13.1 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.

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

| General Conditions of Contract Reference | Special Conditions of Contract  |
|--|---|
| <b>3.4.1</b>                             | Performance security– <b>10% of Total contract sum</b>  |
| <b>3.5.1</b>                             | Period of payment- 45 days after submission of invoice  |
| <b>3.11.2</b>                            | Specify Resolution of disputes – <b>Disputes to be settled as per the arbitration Laws of Kenya</b>                       |
| <b>3.12</b>                              | Specify Applicable Law- <b>Laws of Kenya</b>  |
|  | Indicate address of both parties;-<br><b>Client:- Kenya Seed Company Ltd</b><br><b>P.O.Box 553-30200</b><br><b>KITALE</b> |
| Others as necessary                      | <b>Complete as necessary</b>  |



## SPECIAL CONDITIONS OF CONTRACT

The Contractor/Supplier undertakes to abide by the following special conditions: -

1. To Supply the Seed treatment chemicals as specified in the tender document and in conformity to the Tender requirements
2. Not to sub-contract any part of the contract to any third party without approval and consent of Kenya Seed Company Limited.
3. Not to supply any chemicals without a valid local purchase order (LPO) issued and signed by the authorized person in the company.
4. Prices quoted shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account.
5. Payment Terms - Kenya Seed Company Limited's undertaking to pay 45 days after receipt of invoices and acceptance confirming that the invoiced materials have been delivered as specified.
6. Local Purchase Orders shall be issued upon contract signing and items must be delivered within the stipulated delivery period. Payment shall be upon completion of an issued L.P.O, consequently there will be no partial payment.
7. To provide performance security bond equivalent to 10% of the contract value.
8. The contract period shall be twelve (12) months from the commencement date.

**SECTION V:**

**SCHEDULE OF REQUIREMENTS**

**SPECIFICATIONS AND PRICE SCHEDULE FORM**

|    | Product                              | Product Parameter and Target Control  | Quantity Required | Brand Name | Active Ingredient | Application rate/kg of Seed | Price per litre | Total Price delivered to Kitale (Kshs.) | Delivery Days | PCPB Regist. Number & Certificate (copy attached) |
|----|--------------------------------------|---|-------------------|------------|-------------------|-----------------------------|-----------------|---|---------------|---|
| 1. | INSECTICIDE FOR MAIZE SEED TREATMENT | Systemic insecticides targeting control early season insects/virus vectors, sucking and chewing and leaf feeding insects pests including wireworms, cutworms, beetles, leaf hoppers, aphids, thrips, chafer grubs, stalk borers and armyworms among other soil borne insect pests | 100,000 litres    |            |                   |                             |                 |   |               |   |
| 2. | FUNGICIDES FOR MAIZE SEED TREATMENT  | - Fungicide seed dressers to target control of soil and seed borne fungal infections/diseases in early season seedling such as Fusarium, phythium, ustilago(Smuts), septoria, blights and other seed /root rots fungi.  | 30,000 litres     |            |                   |                             |                 |   |               |   |

Signed \_\_\_\_\_  
(Tenderer)

Company Name and Stamp \_\_\_\_\_

Date \_\_\_\_\_

**SECTION VI      TECHNICAL SPECIFICATIONS**

| <b>No</b> | <b>Requirement/<br/>Parameters</b>   | <b>Active ingredients (A.I)</b>  | <b>Target control</b>   | <b>Mandatory technical requirements</b>  |
|-----------|--------------------------------------|--|---|--|
| 1.        | Insecticide for Maize seed Treatment | Thiamethoxam 350g/ltr or technical equivalent  | Systemic insecticides targeting control early season insects/virus vectors, sucking and chewing and leaf feeding insects pests including wireworms, cutworms, beetles, leaf hoppers, aphids, thrips, chafer grubs, stalk borers and armyworms among other soil borne insect pests | <ul style="list-style-type: none"> <li>-Registered with PCPB for control of target pests</li> <li>- Original molecule</li> <li>- Formulations be flowable (FS)</li> <li>- Systemic insecticides</li> <li>- Red color</li> <li>- Active ingredients as per specifications.</li> </ul>                       |
| 2.        | Fungicide for Maize Seed Treatment   | A combination of; Fludioxonil 25g/ltr+ Metalaxyl M 10g/ltr+ Mefenoxam 10g/ltr. Or technical equivalent | Fungicide seed dressers to target control of soil and seed borne fungal infections/diseases in early season seedling such as Fusarium, phythium, ustilago(Smuts), septoria, blights and other seed /root rots fungi.  | <ul style="list-style-type: none"> <li>-Registered with PCPB for control of target pests</li> <li>- Original molecule</li> <li>- Formulations be flowable (FS)</li> <li>- Has both contact and systemic mode of action</li> <li>- Red color</li> <li>- Active ingredients as per specifications</li> </ul> |



## SECTION VII - STANDARD FORMS

### Notes on the Standard forms

- 5.1 **Form of Tender-** The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by authorized representatives of the tenderer
- 5.2 **Price Schedule Form-** The price schedule form must be similarly completed and submitted with the tender document.
- 5.3 **Contract Form** – The Contract form shall not be completed by the tenderer at the time of submitting the tender. The Contract form shall be completed after contract award and should incorporate the accepted contract price.
- 5.4 **Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents
- 5.5 **Tender Security Form** – When required by the tender document, the tenderer shall provide the tender security in the form included hereinafter.
- 5.6 **Performance Security Form** – The performance security form should not be completed by the tenderer at the time of the tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein.
- 5.7 **Evaluation Response Form** – This form should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
- 5.8 **Tenderer’s Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.

**FORM OF TENDER**

Date:

Tender No. KSC/T/STC/05/2017

To:

Kenya Seed Company Ltd;  
P.O. Box 553,  
**KITALE.**

Gentlemen and/or Ladies: -

- 1. Having examined the tender documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver

.....  
 .....  
*(description of goods)*

in conformity with the said tender documents for the sum of  
 .....  
*(total tender amount in words and figures inclusive of all taxes and transport)*

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 Services in accordance with the delivery schedule specified in the schedule of requirements.
- 3. We agree to abide by this Tender for a period of **(90) Ninety days** from the date fixed for tender opening and the instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4. Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of awards shall constitute a binding contract between us.
- 5. We understand that Kenya Seed Company is not bound to accept the lowest or any tender you may receive.

Dated this ..... day of ..... 2017.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

# KENYA SEED COMPANY LIMITED

## CONTRACT AGREEMENT

### CONTRACT FORM

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between **KENYA SEED COMPANY of P.O.BOX 553 KITALE** (hereinafter called “the Procuring entity) of the one part and ..... of **P.O.BOX** ..... (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain Goods and services and has accepted a tender by the tenderer for the supply of those goods in the sum of **Kes.....** (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 General Conditions of Contract
- (d) The Special Conditions of contract; and
- (e) The Company Notification of Award AND Acceptance

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 defects therein in conformity in all respects with the provisions of the 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 thereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Name ..... Signed .....  
(Managing Director - KSC)

In the presence of

Name ..... Signed .....  
*(Company Secretary - KSC)*

Name ..... Signed .....  
*(Supplier)*

in the presence of

Name ..... Signed .....  
*(Witness)*

**TENDER QUESTIONNAIRE**

Please fill in block letters:

1. Tenderer's full names:.....

2. Full address of Tenderer:.....

.....

3. Telephone:.....

4. Fax or E-mail:.....

5. Name of Tenderer's representative to be contacted on matters of the tender during the tender period.

.....

.....

6. Details of Tenderer's nominated agent (if any) to receive tender notices. (This is essential if the tenderer does not have its registered address in Kenya).

Name:.....

Postal  
Address:.....

Telephone, Fax or E-mail  
.....

**CONFIDENTIAL QUESTIONNAIRE**

You are requested to give the particular indicated here below:-

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

**PART I – GENERAL**

a) Business

Name:.....

b) Location of business premises and registered office Country/Town

.....

c) Plot Number.....

Street/Road.....

d) Postal Address.....

Telephone.....

Fax.....

Email.....

e) Nature of Business

(Specialization).....

.....

f) Current Trade License No..... Expiry Date.....

*(Attach Copy)*

g) Pin Number..... *(Attach Copy)*

h) V.A.T. Certificate Number..... *(Attach Copy)*

i) Maximum value of business which you can handle at any one time

Kshs.....

j) Name of your Bankers.....Branch.....

k) Your agreeable trade terms (mode of payment, credit allowable and basis of

discount.....

i) Bank certificate on the tenderer's liquidity, stability and credit limitation (Attach Banker's Statement on these)

**PART 2 (A)**

**SOLE PROPRIETOR**

- a) Your Name in full.....  
Age.....
- b) Nationality..... Country of Origin.....  
Citizen Details.....

**OR PART 2 (B)**

**PARTNERSHIP**

Give details of partners as follows: -

| <u>Name</u> | <u>Nationality</u> | <u>Shares</u> |
|-------------|--------------------|---------------|
| 1.....      | .....              | .....         |
| 2.....      | .....              | .....         |
| 3.....      | .....              | .....         |
| 4.....      | .....              | .....         |

**OR PART 2 (C)**

**REGISTERED COMPANY**

- a) Private or Public.....state the nominal issued capital of the company:-

Nominal Kshs.....

Issued Kshs.....

b) Details of Directors:-

| <u>Name</u> | <u>Nationality</u> | <u>Shares</u> |
|-------------|--------------------|---------------|
| 1.....      | .....              | .....         |
| 2.....      | .....              | .....         |
| 3.....      | .....              | .....         |
| 4.....      | .....              | .....         |

If a Kenyan citizen, indicate, under “Citizenship details” whether by birth naturalization or registration.

**PART 3**

In the event of this tender being accepted in part or in full within the stipulated 90 days, I/we agree to provide against an order signed by an authorized officer of the Kenya Seed Company Limited, those services accepted in this tender as per your measurement and date that failure on my/our part to meet these requirements constitutes a breach of contract.

Tenderer’s Full Names.....

Signature.....

Designation.....

Full Trade Address:

P.O. Box .....

Town.....



Tel. No.....

Fax No.....

Date.....

Witnessed by: - .....

Address: P.O. Box.....

Town .....

Tel. No.....

Fax .....

Date .....

**TENDER SECURITY FORM FORMAT**

(To be completed and authorized by a reputable Commercial bank and/ or an Insurance Firm)

Whereas .....(hereinafter called “the Tenderer”)

*(Name of the tenderer)*

has submitted its tender dated.....for the provision of

*(Date of submission)*

.....hereinafter

*(Name and/or description of the services)*

called “the tender”.....

KNOW ALL PEOPLE by these present that we .....

Of .....having our registered office at

.....(hereinafter called “the Bank”) are bound

into Kenya Seed Company (hereinafter called “The Procuring Company”) in the sum of .....For which payment well and truly

to be made to Kenya Seed Company Limited, the Bank bind itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this

.....day of .....20.....

**THE CONDITIONS of these obligations 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 Kenya Seed Company Ltd 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 Kenya Seed Company up to the above amount upon receipt of the company’s first written demand, without it having to substantiate its demand, provided

that in its demand the company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditioned, specifying the occurred conditioned 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 and Stamp of the Bank)

## EVALUATION RESPONSE FORM

### PRELIMINARY CHECKLIST

Tenderers are advised that at this stage, the tenderer's submission shall be either responsive or non-responsive. The non-responsive submissions shall be eliminated from the entire evaluation process and shall not be considered further.

| <b>No.</b> | <b>Mandatory Requirements</b>   | <b>Submitted/Not submitted</b> |
|------------|---|--------------------------------|
| <b>1</b>   | Certified Copy of Certificate of Incorporation  |                                |
| <b>2</b>   | Valid Tax Compliance Certificate Issued by Kenya Revenue Authority (KRA)              |                                |
| <b>3</b>   | Copies of PCPB Registration for the products proposed                                 |                                |
| <b>4</b>   | Original Tender Security of Kenya shillings two million (Kes 2,000,000)               |                                |
| <b>5</b>   | Tender Form duly completed Signed and Stamped by the Tenderer in the format provided. |                                |
| <b>6</b>   | Duly completed and signed Confidential Business Questionnaire in the format provided. |                                |
| <b>7</b>   | Manufacturer's Authorization  |                                |

## TECHNICAL EVALUATION RESPONSE FORM/CRITERIA

In this section, the tenderer is expected to provide information to enable the Company assesses their capability and conformity to the technical specification.

### Technical specification Checklist

|    | <b>INSECTICIDE FOR MAIZE SEED TREATMENT</b> |   | <b>Bidder's Response</b> | <b>Remarks</b> |
|----|---|---|--------------------------|----------------|
| 1. | Target control                              | Systemic insecticides targeting control early season insects/virus vectors, sucking and chewing and leaf feeding insects pests including wireworms, cutworms, beetles, leaf hoppers, aphids, thrips, chafer grubs, stalk borers and armyworms among other soil borne insect pests |                          |                |
| 2  | Active ingredients (A.I)                    | Thiamethoxam 350g/ltr or technical equivalent   |                          |                |
| 3  |   | -Registered with PCPB for control of target peats<br>- Original molecule<br>- Formulations be flowable (FS)<br>- Systemic insecticides<br>- Red color<br>- Active ingredients as per specifications   |                          |                |
| 4  | Mandatory technical requirements.           | -Registered with PCPB for control of target peats<br>- Original molecule<br>- Formulations be flowable (FS)<br>- Systemic insecticides<br>- Red color<br>- Active ingredients as per specifications   |                          |                |
|    | <b>FUNGICIDE FOR MAIZE SEED TREATMENT</b>   |   |                          |                |
|    | Target control                              | Fungicide seed dressers to target control of soil and seed borne fungal infections/diseases in early season seedling such as Fusarium, phythium, ustilago(Smuts), septoria, blights and other seed /root rots fungi.  |                          |                |

|  |                                   |  |  |  |
|--|-----------------------------------|--|--|--|
|  | Active ingredients (A.I)          | A combination of;<br>Fludioxonil 25g/ltr+<br>Metalaxyl M 10g/ltr+<br>Mefenoxam 10g/ltr. Or technical equivalent  |  |  |
|  | Mandatory technical requirements. | <ul style="list-style-type: none"> <li>-Registered with PCPB for control of target pests</li> <li>- Original molecule</li> <li>- Formulations be flowable (FS)</li> <li>- Has both contact and systemic mode of action</li> <li>- Red color</li> <li>- Active ingredients as per specifications</li> </ul> |  |  |

**BIDDERS EXPERIENCE REQUIREMENT FORM**

| <b>NO</b> | <b>CONTACT INFORMATION</b> | <b>DETAILS</b> |
|-----------|----------------------------|----------------|
| 1         | Name of Company            |                |
|           | Name of contact person     |                |
|           | Designation                |                |
|           | Telephone number           |                |
|           | E-mail address             |                |
|           | Total Tender sum           |                |
| 2         | Name of Company            |                |
|           | Name of contact person     |                |
|           | Designation                |                |
|           | Telephone number           |                |
|           | E-mail address             |                |
|           | Total Tender sum           |                |
| 3         | Name of Company            |                |
|           | Name of contact person     |                |
|           | Designation                |                |
|           | Telephone number           |                |
|           | E-mail address             |                |
|           | Total tender sum           |                |
| 4         | Name of Company            |                |
|           | Name of contact person     |                |
|           | Designation                |                |
|           | Telephone number           |                |
|           | E-mail address             |                |
|           | Total tender sum           |                |
| 5         | Name of Company            |                |
|           | Name of contact person     |                |
|           | Designation                |                |
|           | Telephone number           |                |
|           | E-mail address             |                |
|           | Total Tender sum           |                |