



Our Ref: **ACFC/SCM/DC/02/2021-1**

June 18, 2021

TO WHOM IT MAY CONCERN

Dear Sirs,

RE: DISPOSAL OF BOARDED ASSETS, SCRAP ITEMS AND UNSERVICEABLE STORES -ACFC/SCM/DC/02/2021

ADDENDUM NO.1: BID DEPOSIT

We thank you for expressing interest in the above tender.

This is in line with Section 2.7.1 of the Tender Document on the requirement to provide a deposit for every item tendered for in the amount indicated in the schedule of items and prices. For more certainty, a bid deposit of KShs.50,000.00 is required for each of the following items.

S/No	ITEM DESCRIPTION	UoM	QTY	Deposit Required (KShs)
DC02	Cylindrical Carbon Steel Tank	Kgs	1	50,000.00
DC03	Steam Calendar Dryer Machine	Kgs	1	50,000.00
DC14	Used Weigh Bridge Complete with Accessories	No.	1	50,000.00

For all the other items, the bid deposit amounts remain as indicated in the items schedule in section III of the tender document.

If you require any further clarification, please do not hesitate to contact us.

Amos W. Mwaighonyi

**For: RESIDENT DIRECTOR
&CHIEF EXECUTIVE**

agro-chemical and food company limited

Factory: R.D. & Chief Executive, P. O. Box 18 - 40107 Muhoroni, KENYA
Mobile Nos. 0722 205 447 / 8 and 0734 242 871, Fax: 020 - 2334046
Wireless: 020 - 233 4180 / 1 and 020 - 233 4020 / 1
E-mail: admin@acfc.co.ke, Website: www.acfc.co.ke

Regd. and Marketing Office: Jeevan Bharati Building, 7th Floor, Harambee Avenue
P. O. Box 41175 - 00100, Nairobi, KENYA,
Phone: 020 - 2251453 / 230083, Mobile: 0722 205429 and 0734 242 872
Fax: 020 - 317298, E-mail: nbioffice@acfc.co.ke





Agro-Chemical and Food Company Limited

OPEN TENDER

**DISPOSAL OF BOARDED ASSETS, SCRAP ITEMS
AND UNSERVICEABLE STORES**

ACFC/SCM/DC/02/2021

Agro Chemical and Food Company Limited

P.O. Box 18 – 40107, Muhoroni

Email: admin@acfc.co.ke

Website: www.acfc.co.ke

June 2021

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Agro-Chemical and Food Company Limited

INVITATION TO TENDER

Tender No.: ACFC/SCM/DC/02/2021

Tender Name: DISPOSAL OF BOARDED ASSETS, SCRAP ITEMS AND UNSERVICEABLE STORES

- 1.1 Agro Chemical and Food Company Limited invites sealed tenders from interested and eligible candidates to purchase to purchase Boarded Assets, Scrap Items and Unserviceable Stores on '*as is where is*' basis.
- 1.2 Viewing of the items is scheduled for **Friday June 18, 2021** as from **10.00am**.
- 1.3 Interested eligible bidders may obtain further information from the Supply Chain Office at the address below or call: 0722-205448 and 0734-242871 | Email: purchasing@acfc.co.ke
- 1.4 Bidders may download the tender documents from the PPIP Portal www.tenders.go.ke or the company's website: www.acfc.co.ke free of charge.
- 1.5 Completed tender documents should be submitted in plain sealed envelopes clearly marked with the appropriate **Tender Number & Name**, and the words "**DO NOT OPEN BEFORE JUNE 24, 2021 AT 12.30 P.M.**" and be deposited in the tender box at the entrance to the main administration block at the Factory in Muhoroni or be addressed to:

**The Resident Director and Chief Executive
Agro-chemical and Food Company Limited
P.O. Box 18 – 40107
Muhoroni, Kenya**

So as to be received on or before **June 24, 2021** at **1230hrs**.

- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend the opening at the ACFC Open Grounds at the factory in Muhoroni. Failure by bidders to attend the opening exercise shall not invalidate the process. All COVID-19 directives shall be observed.
- 1.7 All bids must be accompanied by a bid security in the amounts and form indicated in the respective tender document.

Any canvassing or giving of false information will lead to automatic disqualification.

Amos W. Mwaighonyi
**For: RESIDENT DIRECTOR
& CHIEF EXECUTIVE**

BIDDING CHECKLIST

S/No	Requirement	Tick Where Provided
1.	Bid deposit in the amount indicated in the item schedule	
2.	Valid registration Certificate for Scrap Metal dealers <i>(for those bidding for scrap metal)</i>	
3.	Valid NEMA Certificate/License <i>(for those bidding for used oil)</i>	
4.	Copy of Certificate of Incorporation/Registration for those bidding as Business Organisations or Copy of National ID Card for those bidding as individuals	
5.	Copy of KRA PIN Certificate	
6.	Duly filled and signed Confidential Business Questionnaire (CBQ)	
7.	Duly filled and signed Schedule of Terms and Prices and Form of Tender	
8.	Duly filled and signed Self-Declaration Form	

Note: Failure to provide all the above would lead to automatic disqualification.

SECTION II - INSTRUCTION TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to everyone.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices
- 2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 166 of the Act.

2.2 Cost of Tendering

- 2.2.1 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.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below, and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - i. Invitation to tender
 - ii. Instructions to tenderers
 - iii. Schedule of items and price
 - iv. Conditions of Tender
 - v. Form of tender
 - vi. Confidential Business questionnaire Form
 - vii. Tender Commitment Declaration Form
- 2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1 A prospective tenderer requiring any clarification of the tender document may contact ACFC through purchasing@acfc.co.ke.
- 2.4.2 ACFC will respond (within three days of receiving) in writing to any such request which it receives not later than **two (2) days prior to June 24, 2021**
- 2.4.3 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 Amendment of Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment through mail 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Tender Prices and Currencies

- 2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract.
- 2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity 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.
- 2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Tender deposit

- 2.7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices.
- 2.7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the bid for the item.

- 2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.7.4 The successful Tenderer's tender deposit will be credited to his bid price so that it forms part of the amount of the bid and the tender will be required to pay the bid price less the deposit security.
- 2.7.5 The tender deposit may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.
 - (b) in the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.

2.8 Validity of Tenders

- 2.8.1 Tenders shall remain valid for 60 days after date of tender opening. Tenders valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.8.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

2.9 Viewing of Tender Items

- 2.9.1 Prospective bidders are advised to view the items, stores/equipment in liaison with the procuring entity before they bid. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on "**AS IS WHERE IS CONDITION**" and the conditions of the items are not warranted by the seller.

2.10 Sealing and Marking of Tenders

- 2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and "**DO NOT OPEN BEFORE June 24, 2021, AT 1230HRS.**"

2.11 Deadline for Submission of Tenders is June 24, 2021, at 12.30hrs.

- 2.11.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. in which case, all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Modifications and Withdrawals of Tenders

2.12.1 Modification of tenders

2.12.1.1 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.

2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.10.1. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.12.2 Withdrawals and tenders

2.12.2.1 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.

2.13 Opening of Tenders

2.13.2 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend the opening on **June 24, 2021**, in the ACFC Open Grounds at the Factory in Muhoroni.

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

2.13.4 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.13.5 The Procuring entity will prepare minutes of the tender opening.

2.14 Clarification of tenders

2.14.2 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.

2.14.3 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation or award decisions may result in the rejection of the tenderers' tender.

2.15 Evaluation and Comparison of Tenders

2.15.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination, a tender that will be determined to be substantially non-responsive, will be rejected by the procuring entity.

2.15.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive.

2.15.3 The tender evaluation committee shall evaluate the bids within thirty (30) days of the validity period from the date of opening the tender.

2.16 Award Criteria

2.16.1 The Procuring entity will award the items to the successful bidder(s) whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated tender, subject to the reserve price.

2.17 Notification of Award

2.17.1 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.

2.17.2 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

2.18 Contacting the Procuring entity

2.18.1 No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.18.2 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.

SECTION III - SCHEDULE OF TERMS AND PRICES

S/No	ITEM DESCRIPTION	UoM	QTY	Reserve Price	Deposit Required (KShs)	Unit Price (Kshs)	Total Price (Kshs)
DC01	TOYOTA HILUX PICK-UP Reg. No.: KBR339U Chassis No.: AHTCW12G504040520 Engine No.: 1TR-7183715 Engine Capacity: 1998 Load Capacity: 1350 Fuel: Petrol Year of Manufacture: 2011 Status: Running, Ready for use & Serviceable	Nos	1	700,000	10% of the offer		
DC02	CYLINDRICAL CARBON STEEL TANK Capacity: 40,000litres Design: Cylindrical tank with hemispherical dish ends Accessories: c/w manholes, inlet & outlet nozzles and steel plinth supports. Material of Construction: Carbon steel Status: Serviceable	Kgs	1	Highest Bidder	50,000.00		
DC03	STEAM CALENDAR DRYER MACHINE Complete steam calendar dryer machine complete with dryer roller and fitting headstocks and with screw conveyor (all in disassembled state) Status: Serviceable	Kgs	1	Highest Bidder	50,000.00		
DC04	XEROX WORKCENTRE PRO 428	PC	1	Highest Bidder			
DC05	REFRIGERATION COMPRESSOR MODEL: NN31VAAMT 220-240V, 50HZ	Nos	1	Highest Bidder			
DC06	SCRAP METAL (CARBON STEEL)	Kgs	Several	Highest Bidder			
DC07	SCRAP METAL (CAST IRON)	Kgs	Several	Highest Bidder			
DC08	SCRAP METAL (STAINLESS STEEL)	Kgs	Several	Highest Bidder			
DC09	USED OIL	Kgs	Several	Highest Bidder			
DC10	ELECTRIC COOKER	Nos	1	Highest Bidder			

SECTION IV - CONDITIONS OF TENDER

- 4.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as he/she wishes.
- 4.2 Tenderers who will be awarded contracts will be required to pay for the items after 7 days and not later than 21 days failure to which the award will be cancelled without any further reference. If there is an administrative review, the review procedures shall be followed.
- 4.3 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the payment failure to which storage charges will be charged at the rates to be determined by ACFC.
- 4.4 Items tendered for below the reserve price may be retained by the procuring entity.

SECTION V - STANDARD FORMS

5.1 Form of Tender

Date: _____
Tender No. _____

To:
.....
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.*[insert numbers]*. The receipt of which is hereby duly acknowledged, we the undersigned, offer to purchase and collect all the items offered to us 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 pay for and collect the items in accordance with the requirements of the tender.
3. We agree to abide by the 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.
4. We understand that you are not bound to accept the highest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

5.2 Confidential Business Questionnaire Form

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) whichever applies 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 Phone No. Email: Nature of business Current Trade License No. Expiring date..... 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: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1	2	3	4
	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 <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1	2	3	4
	Name	Nationality	Citizenship Details	Shares																						
1																						
2																						
3																						
4																						
Date Seal/Signature of Candidate																										

5.3 SELF-DECLARATION FORM

(Anti-Corruption, Anti-Fraudulent Practice & Non-Debarment Declaration)

We *(insert the name of the company / supplier)*
declares and guarantees that:

- 1. **NO** offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- (a). The person shall be disqualified from entering into a contract for the procurement; or
 - (b). If a contract has already been entered into with the person, the contract shall be voidable at the option of ACFC.
 - (c). The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That ACFC may have.
- 2. **NO** person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.
 - 3. **NO** director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Dated this _____ day of _____ 2020.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

Company Seal / Business Stamp