



# **Agro-Chemical and Food Company Limited**

## **OPEN TENDER**

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### **TENDER DOCUMENT FOR THE PROVISION OF CASUAL LABOUR SERVICES**

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**Tender №: ACFC/HR/05/2021-2**

**Agro Chemical and Food Company Limited**

P.O. Box 18 – 40107, Muhoroni

Email: [admin@acfc.co.ke](mailto:admin@acfc.co.ke)

Website: [www.acfc.co.ke](http://www.acfc.co.ke)

**FOR THE PERIOD JULY 1, 2021 TO JUNE 30, 2022**

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## SECTION I: INVITATION TO TENDER



# Agro-Chemical and Food Company Limited

## INVITATION TO TENDER

### TENDER No.: ACFC/HR/05/2021-2: PROVISION OF CASUAL LABOUR SERVICES (OPEN)

- 1.1 Agro-Chemical and Food Company Limited (ACFC) invites interested and competent bidders to apply for Provision of Casual Labour Services for initial period of one year starting **July 1, 2021** and ending **June 30, 2022** with provision for renewal for another one year subject to satisfactory performance.
- 1.2 Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below during normal working hours.

Procurement Office at Muhoroni Factory –Telephone: 020-233 4180/1 and 020 233 4020 /1, or Mobile: 0722 205 448 and 0734 242 871

- 1.3 A complete set of tender documents may be obtained downloading free of charge from the Government Portal: [www.tenders.go.ke](http://www.tenders.go.ke) or the company's website: [www.acfc.co.ke](http://www.acfc.co.ke). Prospective bidders are also required to forward their particulars to [purchasing@acfc.co.ke](mailto:purchasing@acfc.co.ke) before the closing date for records and for the purposes of receiving any further clarifications and/or addendums.
- 1.4 Completed tender documents in plain sealed envelopes clearly marked with the appropriate **Tender Number & Name of service** applied for, and the words **“DO NOT OPEN BEFORE 29<sup>th</sup> APRIL 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 **29<sup>th</sup> April 2021 at 1230 p.m.**

- 1.5 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. All Ministry of Health Covid-19 protocols shall Apply.
- 1.6 Failure by bidders to attend the opening exercise shall not invalidate the process. The tender opening Minutes shall be shared electronically to all participants.

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

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) 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 unless where specially allowed under the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services 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 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 Contents of tender documents**

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i. Instructions to tenderers
  - ii. General Conditions of Contract
  - iii. Special Conditions of Contract
  - iv. Schedule of Requirements
  - v. Details of service
  - vi. Form of tender
  - vii. Price schedules
  - viii. Contract form
  - ix. Confidential business questionnaire form
  - x. Tender security form
  - xi. Performance security form
  - xii. Principal's or manufacturers authorization form

xiii. Declaration form

- 2.3.2 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.

**2.4 Clarification of Documents**

- 2.4.1 A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email 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 no 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 who have received the tender documents"

- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

**2.5 Amendment of documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, 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.

- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment 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 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 Procuring entity, shall be written in English language. 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 a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- b) Documentary evidence established in accordance with Clause 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 is in accordance with Clause 2.12
- d) Confidential business questionnaire

## 2.8 **Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## 2.9 **Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

## 2.10 **Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

## 2.11 **Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 2.1 the tenderer 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 **Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 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 2.12.7

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderer's 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.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.8 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 30
  - or**
  - ii. to furnish performance security in accordance with paragraph 31.
- c) If the tenderer rejects, correction of an error in the tender.

## 2.13 **Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 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.

## 2.14 **Format and Signing of Tender**

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

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

2.14.3 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.

## **2.15 Sealing and Marking of Tenders**

2.15.1 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. The inner and outer envelopes shall:

- a) be addressed to the Procuring entity at the address given in the invitation to tender
- b) bear tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 29<sup>TH</sup> APRIL 2021 AT 12.30 P.M.”**

2.15.2 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”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **29<sup>th</sup> April 2021 at 12.30 pm.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## **2.17 Modification and withdrawal of tenders**

2.17.1 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 tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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



2.17.4 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 2.12.7.

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

2.17.6 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.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.30hrs on 29<sup>th</sup> April 2021** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

2.19.1 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 shall be sought, offered, or permitted.

2.19.2 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. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 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.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

2.20.5 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 nonconformity.

## 2.21 **Conversion to a single currency**

2.21.1 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.

## 2.22 **Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- i. operational plan proposed in the tender;
- ii. deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

### a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform 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 on a 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.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

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

**2.23 Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, 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.

2.23.2 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 tenderers tender.

**2.24 Award of Contract**

**a) Post qualification**

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 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**

2.24.4 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer 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.

2.24.5 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 tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

**2.25 Notification of award**

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

**2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

**2.27 Performance Security**

2.27.1 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 or call for new tenders.

## 2.28 **Corrupt or Fraudulent Practices**

2.28.1 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 not and will not be involved in corrupt or fraudulent practices.

2.28.2 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;

2.28.3 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 THE TENDERERS

The following information for procurement of services 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	Particulars of eligible tenderers: <b>Firms offering manpower services in Kenya.</b>																											
2.2.2	Price charged for tender documents: <b>KShs. 1,000 for those who purchase the tender document directly and free for those who download the document</b>																											
2.10	Particulars of other currencies allowed: <b>None</b>																											
2.11	Particulars of eligibility and qualifications documents of evidence required: <b>as specified in clause 2.22</b>																											
2.12.1	Particulars of tender security if applicable: <b>None</b>																											
2.12.4	Form of Tender Security: <b>N/A</b>																											
2.13	Tender Validity: <b>120 days from tender opening date</b>																											
2.14.1	Copies of tender documents to be submitted: <b>an original and one copy</b>																											
2.16.1	Address of receiving tenders: completed tender documents should be deposited in the tender box provided at the entrance to the main administration block at the factory in Muhoroni or be addressed to:  <b>The Resident Director &amp; Chief Executive Agro-Chemical and Food Company Ltd. P.O. Box 18 – 40107 Muhoroni, Kenya</b>  Submission dateline: <b>29<sup>th</sup> April 2021 at 1230hrs.</b>																											
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the <b>Resident Director &amp; Chief Executive's office</b>																											
2.18.	Opening time: <b>at 12.30pm on 29<sup>th</sup> April 2021</b> Opening venue: <b>ACFC Open Grounds at the factory in Muhoroni</b>																											
2.22	Evaluation and comparison of tenders: the following evaluation criteria shall be applied notwithstanding any other requirement in the tender document.  a. Mandatory requirements  The following requirements must be met by the tenderer <table border="1"> <thead> <tr> <th>No.</th> <th>Requirements</th> <th>Responsive? YES/NO</th> </tr> </thead> <tbody> <tr> <td>A1</td> <td>Certificate of Incorporation/Registration</td> <td></td> </tr> <tr> <td>A2</td> <td>Must provide a Copy of Valid tax compliance certificate</td> <td></td> </tr> <tr> <td>A3</td> <td>Must fill the price schedule in the format provided</td> <td></td> </tr> <tr> <td>A4</td> <td>Must fill the form of tender in the format provided</td> <td></td> </tr> <tr> <td>A5</td> <td>Must provide evidence of GPA/WIBA cover for employees and their agents</td> <td></td> </tr> <tr> <td>A6</td> <td>Must submit duly filled up confidential business questionnaire in the format provided</td> <td></td> </tr> <tr> <td>A7</td> <td>Must submit a copy of valid NHIF Compliance certificate</td> <td></td> </tr> <tr> <td>A8</td> <td>Must submit a copy of valid NSSF Compliance certificate</td> <td></td> </tr> </tbody> </table> <p><b>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</b></p>	No.	Requirements	Responsive? YES/NO	A1	Certificate of Incorporation/Registration		A2	Must provide a Copy of Valid tax compliance certificate		A3	Must fill the price schedule in the format provided		A4	Must fill the form of tender in the format provided		A5	Must provide evidence of GPA/WIBA cover for employees and their agents		A6	Must submit duly filled up confidential business questionnaire in the format provided		A7	Must submit a copy of valid NHIF Compliance certificate		A8	Must submit a copy of valid NSSF Compliance certificate	
No.	Requirements	Responsive? YES/NO																										
A1	Certificate of Incorporation/Registration																											
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Instructions to Tenderers	Particulars of Appendix to Instructions to Tenderers																											

b. Technical score			
This section will be marked out of 100 points and will determine the technical score			
S/No.	Evaluation Attribute	Weighting Score	Max. Score
B1	Submit organizational profile/structure clearly specifying at least five (5) key professional staff with their portfolio/tasks (attach CVs & certificates)	Organizational profile (5Mks)  Copies of CVs of five (5) key professional staff proposed for the assignment (2Marks for each)	15
B2	Provide details of physical location of offices & service facilities, including contacts for ease of communication (attach evidence)	Details of physical location and contacts with copies of either title, lease document or latest utility bills	5
B3	Detailed list and contact details of at least four (4) previous/ existing corporate clients accompanied with reference letters on official letterheads	List of details (2mks)  Reference letters (four letters each 2mks)	10
B4	Two (2) years audited account statements (2018/19-2019/20)	(2.5Mks for each year)	5
B5	Annual turnover (5,000,000)	Kshs.5,000,000 and above (5Mks) Kshs.2,500,000 and above (3Mks) Below Kshs.2,500,000 (2Mks)	5
B6	Bank reference Letter/letter of credit	Provide letter	5
B8	Compliance with labour laws, 2007	Statement of compliance from ministry (2Mks) Leave records (3Mks) Employee Pay slips (3Mks) Hours of work & rest days (3Mks) Employee Contracts of Employment (4Mks) Proof of Compliance with current minimum wage guidelines (5mks)	20
B9	Value of contractual obligation/indemnity cover (attach evidence)	Kshs.5million and above (10Mks) Kshs.3million and above (6Mks) Below Kshs.2m (3Mks)	10
B10	Uniforms & kitting	Proof	10
B11	Staff welfare (copies of staff medical, GPA/WIBA covers)	Provide copies of cover	10
B12	Document presentation	Well organized, bound & paginated	5
B	<b>TOTAL</b>		<b>100</b>
<b>Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.</b>			
2.24	Particulars of post-qualification if applicable: <b>ACFC may inspect the tenderers' premises to confirm details</b>		
2.7	Particulars of performance security if applicable: <b>2.5% of contract sum</b>		
Others as necessary	Complete as necessary		

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

- 3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.4 Patent Right’s**

- 3.4.1 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 services under the contract or any part thereof.

### **3.5 Performance Security**

- 3.5.1 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.
- 3.5.2 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.



3.5.3 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) A bank guarantee
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.5.4 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 of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), 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.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.8 Prices**

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

3.9.1 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.

### **3.10 Termination for Default**

3.10.1 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 provide any or all of the services 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.

3.10.2 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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.11 Termination of insolvency**

3.11.1 The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.12 Termination for convenience**

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

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

### **3.13 Resolution of disputes**

3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2 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.

### **3.14 Governing Language**

3.14.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.15 Force Majeure**

3.15.1 The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.16 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.17 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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
3.5	Specify performance security if applicable: <b>2.5% of contract sum</b>
3.7	Specify method of payments: <b>Payments to be made on a monthly basis after the services have been rendered.</b>
3.8	Specify price adjustments allowed: <b>None</b>
3.14	Specify resolution of disputes: <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law: <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties  Procuring entity: <b>The Resident Director &amp; Chief Executive Agro-Chemical and Food Company Ltd. P.O. Box 18 – 40107 Muhoroni, Kenya</b>  Contractor:
Other's as necessary	Complete as necessary

## **SECTION V: SCHEDULE OF REQUIREMENTS**

### **5.1 STANDARDS**

#### **5.1.1 SERVICES**

ACFC intends to contract a professional firm to provide casual labour services. The workforce **SHALL** be requested by ACFC **as and when** required and to the **EXTENT** of need basis as specified in the Description of Services for a contract period of one year.

#### **5.1.2 SCHEDULE OF WORK**

To be provided at the start of each specific requirement as required.

#### **5.1.3 EQUIPMENT AND TOOLS**

Except where expressly specified in the requirement, the Contractor's personnel will be expected to use the procuring entity's tools and equipment in executing their duties services.

#### **5.1.4 STAFF**

For the purpose of smooth operations and harmonious co-existence, procuring entity will be required to ensure priority in employment to the extent of 80% (eighty percent) of the available jobs at any time is given to the locals.

#### **5.1.5 UNIFORM AND BADGES**

The Contractor will provide the staff with uniform and identification badges which they will be required to put on all the times when they are working for ACFC.

#### **5.1.6 TERMS AND CONDITIONS OF EMPLOYMENT**

**The Contractor shall be required to strictly adhere and comply with Employment Act, 2007 on the following areas:-**

- i. Payment of minimum wage.
- ii. Hours of work.
- iii. Overtime

#### **5.1.7 GENERAL**

##### **Age of employees**

Aged between 21 and 55 years

##### **Vetting**

The successful contractor should have thorough knowledge of employees' background and must provide certificate of good conduct before engagement

##### **Adequate Personnel**

The contractor should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.

## **5.2 MANDATORY REQUIREMENTS FOR BIDDING**

- 5.2.1** Duly completed confidential business questionnaire
- 5.2.2** A copy of Certificate of incorporation/registration.
- 5.2.3** Current Tax Compliance Certificate.
- 5.2.4** Value Added Tax (VAT) certificates.
- 5.2.5** Current Single Business Permit from relevant county.
- 5.2.6** Valid NSSF & NHIF compliance certificates
- 5.2.7** Valid Work Injury Benefit (WIBA) Policy/Group Personal Accident (GPA) policy
- 5.2.8** Valid copy of Contractual Liability Insurance Policy cover
- 5.2.9** Certificate of registration with AGPO from the National treasury for those registered as disadvantaged groups (youth, women and people with disabilities)
- 5.2.10** Copy of Form CR/12 from the Registrar of Companies listing the directors and shareholders of the company and details of their shareholding
- 5.2.11** Evidence of Physical Address and premises. (Attach copies of utility bills e.g. electricity/water or lease agreement/title deed). ACFC may visit the premises to ascertain existence and capability to deliver the services applied for.
- 5.2.12** A signed statement that the firm or any of its Directors or Officers have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three years preceding the commencement of procurement proceedings.
- 5.2.13** Annual turnover of KShs. 5,000,000 supported by certified copies of Audited accounts for the last two (2) years for firms that have been in operations for more than two years or Certified Management Accounts by a Certified Accountant, and Certified Bank Statements for the last six months for businesses that have been in operation for less than two years.
- 5.2.14** Certified extract of payroll to demonstrate compliance with minimum wage guidelines.
- 5.2.15** The applicant shall submit documents that are current and valid. All documents submitted as copies shall be certified as true copies of originals.

## **SECTION VI: DESCRIPTION OF SERVICES**

- i. Loading and offloading of goods
- ii. Plumbing jobs
- iii. Carpentry
- iv. Painting
- v. Masonry
- vi. Packing Yeast
- vii. Cleaning Molasses spills
- viii. Messengerial Services
- ix. Turnboys
- x. Drivers
- xi. Laboratory Analysts
- xii. Process Operators
- xiii. Helpers
- xiv. Technicians
- xv. Artisans
- xvi. Guest House Attendants
- xvii. Clerks

Any other manual job that may be advised from time to time.

The service provider shall:

1. provide labour as requested from time to time.
2. Adhere to the prevailing labour laws
3. Ensure his/her personnel comply with the safety & health requirements, rules and regulations of the client.
4. Ensure his/her personnel are adequately provided with the required protective wear/equipment at all times.
5. Ensure that his/her personnel comply with the client's code of ethics and conduct.
6. In consultation and concurrence with the client, and in full compliance with the labour act, replace any personnel to suit the client's needs upon the client's request and shall provide the client with a list of all new personnel.
7. Be responsible for the payment of all wages to the outsourced personnel in good time to have the obligations of the staff, insurances and government authorities fulfilled as per the legally stipulated timelines, the applicable laws and regulations.

Note: The outsourced personnel shall remain for all legal purposes the employees of the service provider at all times.

## **QUALIFICATION AND EXPERIENCE**

Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data.

<b>Position</b>	<b>Qualification</b>	<b>Years of experience in proposed position/jobs</b>
Supervisor		
Any other		



## **SECTION VII: STANDARD FORMS**

Notes on the standard Forms

**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 duly authorized representatives of the tenderer.

**2. Price Schedule Form:**

The price schedule form must similarly be completed and submitted with the tender.

**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.

**4. Confidential Business Questionnaire Form:**

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

**5. Format of Tender Security Instrument:**

When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.

**6. Performance security Form:**

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

**7. List of Clients:**

8. The form is to be filled in the format provided

**9. List of clients**

This form must be completed by the tenderer and submitted with the tender documents. It is to be accompanied with the relevant reference letters.

**10. Site visit clearance certificate**

This form must be signed by both the procuring entity's and tenderer's representatives during the site visit. The signed form is to be submitted by the tenderer with the tender documents.

## 7.1 FORM OF TENDER

To: The Resident Director and Chief Executive  
Agro Chemical and Food Company Ltd  
P.O Box 18 – 40107  
Muhoroni

Dear Sir,

Having Examined the Bidding Documents Including Addenda Nos \_\_\_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide canteen services in conformity with the said bidding documents for the sum of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ VAT inclusive.

Or such other sums as may be ascertained in accordance with the schedule of rates attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the said services in accordance with the schedule specified in the Schedule of Assignment.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the Due Performance of the contract, in the form prescribed by the employer.

We agree to abide by this tender for a period of **60** days from the date fixed for tender opening under clause 2.13 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

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.

We understand that you are not bound to accept the lowest or any tender you may receive.

We have not been debarred by the Government of Kenya under Kenyan Laws from any procurement process and shall not engage in any fraudulent or corrupt act with regard to this tender.

We certify that we comply with the eligibility requirements as per clause 2.1. 3 of the tender documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
*[Name & Signature]*

\_\_\_\_\_  
*[in the capacity of]*

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

## 7.2 PRICE SCHEDULE OF SERVICES

All the Tenderers should give charges as per the listed categories of manpower

Category	Description	Rate Per Hour	Any Other Charges	Contractor's Service Charge	Total Per Person Per Day (8 Hours)
1.	Unskilled labour (Gardeners, cleaners, loaders, General manual jobs)				
2.	Semi-skilled (Messengers, turnboys, Production helpers, Guest house attendant)				
3.	Skilled-Craft holders (Painter, Plumber, carpenter, mason, welder, Driver, weighbridge operators)				
4.	Skilled -Diploma and above holders or equivalent (Lab analyst, Process operator, clerk, Technician, electrician, instrumentation technician, mechanical Artisan, Refrigeration technicians)				

### SUMMARY OF COSTS

<u>DESCRIPTION</u>	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>
Cost per day (8 hrs.)				
Commission				
VAT				
<b>Total Consolidated cost</b>				

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
[Name & Signature]

\_\_\_\_\_  
[in the capacity of]

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

\*\*\* *Quoted rates should not be less than the latest gazetted minimum wages prescribed by the Government. Bidders are also advised to consider all other factors of payments like weekly offs and compliance with labour laws.*

### 7.3 CONTRACT FORM

THIS AGREEMENT made the \_\_\_day of \_\_\_\_20\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain 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 Procuring Entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 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 Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## 7.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

### Part 1 General

<b>Business Name</b> .....
<b>Location of Business Premises</b> .....
<b>Plot No,</b> ..... <b>Street/Road</b> .....
<b>Postal address</b> ..... <b>Tel No(s)</b> .....
<b>Fax</b> ..... <b>Email</b> .....
Contact Person(s).....
Registration Certificate No. ....
Name of your bankers .....
Branch .....
Note: This is a requirement for every purpose of easy location and all communications.

	<b>Part 2 (a) – Sole Proprietor</b>			
	Your name in full.....			Age.....
	Nationality.....	Citizenship details .....		
	<b>Part 2 (b) – Partnership</b>			
	Given details of partners as follows			
	Name	Nationality	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	<b>Part 2 (c) – Registered Company</b>			
	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 .....			

**7.5 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 procuring entity] (hereinafter called “the Bank”)are bound unto..... [name of procuring entity](hereinafter called “the procuring entity”) in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This 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.

\_\_\_\_\_  
*[Date]*

\_\_\_\_\_  
*[Signature of Guarantor]*

\_\_\_\_\_  
*[Witness]*

\_\_\_\_\_  
*[Seal]*

*(Amend accordingly if provided by Insurance Company)*

**7.6 PERFORMANCE SECURITY FORM**

To: .....  
[name of the Procuring entity]

WHEREAS.....[name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. ....[reference number of the contract] dated \_\_\_\_\_20\_\_\_\_\_to supply..... [Description 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 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

(Amend accordingly if provided by Insurance Company)

## 7.7 LIST OF CLIENTS

Indicate the details of organizations where you have undertaken/are undertaking services of similar nature where the contract sum is at least KShs. 100,000 per month in the format given below.

S/No.	Contact Information	Details
1.	<b>Name of Company</b>	
	Name of Contact Person	
	Designation	
	Telephone No.	
	Email Address	
	Contract amount (KShs./Month)	
2.	<b>Name of Company</b>	
	Name of Contact Person	
	Designation	
	Telephone No.	
	Email Address	
	Contract amount (KShs./Month)	
3.	<b>Name of Company</b>	
	Name of Contact Person	
	Designation	
	Telephone No.	
	Email Address	
	Contract amount (KShs./Month)	
4.	<b>Name of Company</b>	
	Name of Contact Person	
	Designation	
	Telephone No.	
	Email Address	
	Contract amount (KShs./Month)	
5.	<b>Name of Company</b>	
	Name of Contact Person	
	Designation	
	Telephone No.	
	Email Address	
	Contract amount (KShs./Month)	

Ensure you have provided reference letters for **ALL** the above organizations, duly **signed** and **Stamped** by the relevant officer(s).

The reference letter **MUST** be on the organization's letterheads.



**7.8 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 \_\_\_\_\_ 2021.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

\_\_\_\_\_  
**Company Seal / Business Stamp**