



Agro-Chemical and Food Company Limited

OPEN TENDER

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF TWO PACKAGED SCREW TYPE WATER COOLED CHILLERS EACH 40TR CAPACITY

ACFC/50361/2021

Agro Chemical and Food Company Limited

P.O. Box 18 – 40107, Muhoroni

Email: admin@acfc.co.ke

Website: www.acfc.co.ke

October 2021

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Agro-Chemical and Food Company Limited

INVITATION TO TENDER

Tender No.: ACFC/50361/2021

Tender Name: **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF TWO PACKAGED SCREW TYPE WATER COOLED CHILLER SYSTEMS EACH OF 40TR CAPACITY**

- 1.1 Agro Chemical and Food Company Limited invites eligible and interested bidders to apply for the **Supply, installation, testing and commissioning of two packaged screw type water cooled chiller systems each of 40TR capacity** at the factory in Muhoroni, Kisumu County.

Interested eligible bidders may obtain further information from the Supply Chain Management Office at the address below or call: 0722-205448 or 0734-242871 | Email: purchasing@acfc.co.ke

- 1.2 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. Prospective bidders are also required to forward their particulars to purchasing@acfc.co.ke before the closing date for records and for the purposes of receiving any further clarifications and/or addendums.
- 1.3 Prospective bidders are invited for a mandatory site visit on **November 9, 2021 at 1100hrs.**
- 1.4 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 NOVEMBER 18, 2021 AT 1230HRS"** 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 address below so as to be received on or before **November 18, 2021 at 1230hrs.**

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

- 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. Failure by bidders to attend the opening exercise shall not invalidate the process. All COVID-19 directives shall be observed.
- 1.6 All bids must be accompanied by a bid security of **Kshs 100,000.00** or an equivalent amount in a freely convertible currency in the 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**

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, installation, and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 33 of the Procurement and disposal 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs 1,000.00
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4 Contents of Tender Document

2.4.1 The tender document comprises the documents listed below, and addenda issued in accordance with clause 2.6 of these instructions to tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire Form
- (xiv) Declaration form
- (xv) Request for Review Form

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderer's risk and may result in the rejection of its tender.

2.5 Clarification of Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Tender Documents

2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

- 2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 To allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising the Tender

- 2.8.1 The tender prepared by tenderers shall comprise of two tenders: **Technical Tender and Commercial Tender.**

- 2.8.2 The Technical Tender envelope prepared by the tenderers shall comprise the following components

- (a). documentary evidence in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- (b). documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents
- (c). tender security furnished in accordance with paragraph 2.14
- (d). Confidential Business Questionnaire
- (e). Qualification Information

(NB; No firm offer in prices shall be included in this envelope)

- 2.8.3 **The Commercial Tender envelope** prepared by the tenderers shall comprise the following components

- (a). A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b). Completed Bill of specifications and Quantities with firm prices for each element of tendered Engineering and Construction works and services.

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed, and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i. the price of the equipment quoted EXW (ex-works, ex-factory, ex-warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- ii. charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their destination; and
- iii. installation charges shall also be indicated separately for each equipment

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- i. For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- ii. For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- iii. Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1 the tenderers shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction.

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract.
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a). a detailed description of the essential technical and performance characteristic of the equipment
- b). a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c). a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative

standards, brand names, and/or catalogue numbers in its tender, if it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
- a). Cash
 - b). A bank guarantees
 - c). Such insurance guarantee approved by the Authority
 - d). Irrevocable Letter of credit.
- 2.14.4.1 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.7 The tender security may be forfeited:
- a). if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - b). in the case of a successful tenderer if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27 or
 - ii) to furnish performance security in accordance with paragraph 2.28
 - c). If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and duplicate in one envelope, duly marking the envelope as "TECHNICAL TENDER." Likewise, the original and duplicate Commercial tender shall be sealed in separate envelopes, duly marking the envelopes as "COMMERCIAL TENDER." The envelopes of both technical and commercial tenders shall then be sealed in one envelope.

2.17.2 The inner and outer envelopes shall:

- a). Be addressed to the Procuring entity at the address given on the Invitation to Tender.
- b). Bear the tender number and name in the Invitation to Tender and the words **"DO NOT OPEN BEFORE NOVEMBER 18, 2021 AT 1230HRS"**.

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

- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.
- 2.17.5 A mandatory Site visit for bidders to get a clear understanding of the scope of this tender is scheduled for **Tuesday November 9, 2021 at 1100hrs**. For any technical enquiries Please call contact **Mr. Phillip Ochieng on +254 724-852553**. All COVID-19 directives shall be observed during the site visit.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **November 18, 2021 at 1230hrs**.
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
- 2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **November 18, 2021 at 1230hrs**, at the ACFC Training Centre at the Factory in Muhoroni.

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

2.20.2 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.

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

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation, and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination and Responsiveness

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The Procuring entity's evaluation of a tender will exclude and not consider

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

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

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

1. delivery and installation schedule offered in the tender.
2. deviations in payment schedule from the specifications in the Special Conditions of Contract.
3. the cost of components, mandatory spare parts, and service.
4. the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender.

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

(a) *Delivery schedule*

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

(b) *Deviation in payment schedule*

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

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

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

2.24.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender using the following criteria:

2.24.6.1 Tender Qualification and Evaluation Criteria

A	MANDATORY REQUIREMENTS
A1	Certificate of Incorporation/Registration.
A2	Current Form CR12
A3	Company/business profile detailing your expertise and an understanding of the works.
A4	Tax compliance certificate valid for at least up to the tender closing date.
A5	Duly filled, signed & stamped Confidential Business Questionnaire.
A6	Duly signed, signed & stamped Self-Declaration Form.
A7	Dully completed Site Visit Clearance Certificate.
(Failure to provide valid and authentic documents shall lead to automatic disqualification)	

B	TECHNICAL REQUIREMENTS	Max. Score
B1	Firm's financial capability in performing tendered scope of supply and services	15
	Audited Financial Statements (Audited Accounts) for the last three (3) years. (5mks.)	
	Total annual sales volume for related services in supply, installing and commissioning of various refrigeration systems in the last three years (attach evidence). (5mks.)	
	Evidence of access to financial resources to meet the financial needs of the contract: cash in hand, bank reference letter, etc. (5 marks)	
B2	Firm's technical expertise and experience in supply, installations, testing and commissioning of refrigeration systems	45
	Evidence of having successfully completed at least three contracts involving the supply, installation, and commissioning of various refrigeration systems (attach completion certificates & purchase orders) (15mks. each)	
	Submit proposed methodology for the execution of the project as intended and as to successfully Supply, Install, test and Commission two packaged screw type water cooled chiller systems each of 40TR capacity as detailed in the attached Bill of specifications and Quantities. (15mks.)	
	Submit proposed work plan in Gantt Chart with projected completion timelines of all project activities in the Supply, Install, test and Commission two packaged screw type	

	water cooled chiller systems each of 40TR capacity as per the attached Bill of specifications and Quantities. (15mks.)																																																																																		
B3	Firm's offer to Supply, install, test and commission two packaged screw type water cooled chiller systems each of 40TR capacity	30																																																																																	
	Submit Manufacturer's authorization for dealership in the two packaged screw type water cooled chiller systems each of 40TR capacity on offer. (5mks.)																																																																																		
	Submit offer conformity and equivalence to two packaged screw type water cooled chiller systems each of 40TR capacity specified in Bill of specifications and Quantities.;																																																																																		
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B4	Manufacturer's and bidder's documents, quality standards and warranty	10																																																																																	
	Submit admissible manufacturer's catalogues, brochures, drawings, and technical data, installation, operations and maintenance manuals																																																																																		
	Submit manufacturer's commitment to Quality, safety, and environmental management systems																																																																																		
	Submit bidders' commitment to provide after sales spares and service																																																																																		
	Submit bidders and manufacturer' warranty on equipment																																																																																		
	Submit bidder's warranty on installation, testing and commissioning																																																																																		
TOTAL SCORE (Pass mark 70%)		100																																																																																	

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

2.24.8 COMMERCIAL EVALUATION OF TENDERS

- (i). The Commercial Tenders will be opened for those tenderers who pass the technical evaluation. Tenderers will be notified of the intension to open (or return) their Commercial Tenders. Those tenderers who wish to attend will be welcome.
- (ii). Arithmetic errors will be rectified on the following basis: if there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the tenderer does not accept the corrections, its tender will be rejected.
- (iii). The comparison shall be based on the total tender price as described in Instruction to Tenders (ITT) clause 2.10 and shall be summarized in the Tender Form.

2.25 Contacting the Procuring Entity

- 2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a). Post-Qualification

- 2.26.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.26.2 The determination will consider the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b). Award Criteria

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

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

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

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

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

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

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

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

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

2.28.1 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.

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

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

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

3.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	This invitation to tender is open to all suppliers from eligible source countries with diplomatic relationship with Kenya.
2.5.1	A written copy of the procuring entity's response (including an explanation of the query but not identifying the source of the enquiry) shall be posted on the company's website: www.acfc.co.ke to be accessed by all prospective bidders
2.6.2	Any amendments shall also be posted on the company's website to be accessed by all prospective bidders and will be binding on them.
2.14.1	Amount of tender security: KShs 100,000 or an equivalent amount in a freely convertible currency. NB. Tender security shall be enclosed in the Technical tender.
2.18.1	For tender submission, the Employer's address is: Attention: Resident Director & Chief Executive Agro-Chemical and food company Ltd., Muhoroni, Kenya. The deadline for submission of tender is: Date: November 18, 2021. Time: 1230hrs
2.18.3	Bulky tenders which will not fit in the tender box shall be received by the procuring entity through Resident Director & Chief Executive's office at the factory (ACFC) in Muhoroni.
2.20.1	Location, time, and date of tender opening: Bids shall be opened by the procuring entity representatives. Date: November 18, 2021. Time: 1230hrs Venue: ACFC factory training room - Muhoroni.
2.29.1	Amount of performance security: 10% of Contract Price.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III -GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The Candidate shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.
- 3.6 Patent Rights**
- 3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country
- 3.7 Performance Security**
- 3.7.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of
- a) Cash
 - b) Bank guarantee
 - c) Such insurance guarantee approved by the Authority
 - d) Irrevocable Letter of credit
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract
- 3.8 Inspection and Tests**
- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

- 3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 **Delivery and Documents**

- 3.10.1 Delivery of the equipment, documents, and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance / Safety**

- 3.11.1 The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

All persons working under this contract and entering client's premises shall be adequately insured against all risks as per workplace requirement.

- 3.11.2 Safety at workplace. The project area must be condoned from unauthorized persons by fencing it or using reflective tapes. Worker must use personal protective equipments e.g. helmets, safety shoes, overalls, welding shields goggles, hand cloves etc. The contractor must ensure these are provided and used. The contractor must familiarize himself with the Health and Safety rules and regulations of the company and impart the same to his workers. The bidder once selected must register the site with DOHSS (Directorate of Health and Safety Services) within seven days of commencing work and comply with DOHSS requirements.

- 3.11.3 The contractor must protect the client's property while installing the plant. The contractor shall make good any damage to client's property.
- 3.11.4 The contractor should not allow unwanted persons into client's premises. Only those directly involved in work should enter premises.
- 3.11.5 The contractor/ staff shall be inducted on safety and Health matters before starting the work.

3.12 **Payment**

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 **Prices**

- 3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, except for any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14 **Assignment**

- 3.14.1 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

3.15 **3.15. Subcontracts**

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

3.16 **3.16. Termination for Default**

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

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

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

3.17 **3.17. Liquidated Damages**

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

3.18 **3.18. Resolution of Disputes**

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

3.18.2 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.

3.19 **3.19. Language and Law**

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

3.20 **3.20. Force Majeure**

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

3.21 3.21 Notices

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

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance security from a reputable bank amounting to 10% of contract value.
3.10.1	The tenderer shall provide a valid manufacturers authorization to supply the required equipment or any other relevant certification.
3.11.1	The entire contract shall be covered as per clause 3.11. The workers shall be covered under Work Injury Benefit Act (WIBA) 2007 and Occupational Safety and Health Act (OSHA) 2007. The site shall be registered under Directorate of Health and Safety Services (DOHSS)
3.12.1	<u>Terms of payment shall be:</u> First payment certificate shall be 50% with order and against a bank guarantee of similar amount from a reputable bank,30% upon delivery of two packaged screw type water cooled chiller systems each of 40TR capacity. Final payment certificate shall be 20% upon successful commissioning and handing over of two packaged screw type water cooled chiller systems each of 40TR capacity. Each payment certificate shall attract 5% retention to be released with the final completion certificate after the six-month defect liability period.
3.18.1	<i>Indicate resolutions of disputes</i> Disputes shall be resolved through an Adjudicator appointed by the Chartered Institute of Arbitration – Kenya branch and in accordance with the laws of Kenya.

SECTION V: TECHNICAL SPECIFICATIONS

5 Supply, installation, testing and commissioning of two packaged screw type water cooled chiller systems each of 40TR capacity

5.1 Scope of Supply, installation, testing and commissioning;

5.1.1 Supply 2 units comprising of complete packaged screw type water cooled chillers each of 40 tons refrigeration (TR) capacity assembled and ready for plug-in and play into existing chilled water system.

5.1.2 Install seamlessly each packaged screw type water cooled chillers in parallel to existing chilled water supply and distribution systems as to be used interchangeably with the existing systems in active standby mode.

5.1.3 Test installed packaged screw type water cooled chillers as witnessed by ACFC mechanical engineer as to stress test the system to full load capacity.

5.1.4 Train selected ACFC personnel on seamless operations and maintenance of the packaged screw type water cooled chillers

5.1.5 Commission tested packaged screw type water cooled chillers and handover to ACFC engineer for operations.

5.1.6 Each packaged unit supplied will have herein stated specifications.

1	Nominal Cooling capacity	kcal/h	122,980
		kw	143
2	Input power	kw	37.32
3	Maximum Running current	A	81
4	Power supply	3phase ,380V - 415 V,50Hz	
5	Refrigerant	Type	R22/R407c/R410a/R134a
		Kg	28
		Type of control	Expansion valve
6	Compressor	Type	Semi-hermetic screw
		Power(kw)	31.1
		Start-up mode	Y-Δ
		Capacity control (%)	0-33-66-100
7	Evaporator	Type	Shell and tube
		Chilled water flow(m ³ /h)	24.6
		Inlet and outlet pipe calibre (inch)	3
8	Condenser	Type	shell and tube
		Cooling water flow(m ³ /h)	31

		Inlet and outlet pipe calibre (inch)	3
9	Safety protection	compressor overheating protection, over-current protection, high- and low-pressure protection, over-temperature protection, flow switch protection, phase sequence or missing phase protection, exhaust overheating protection	

5.1.7 Critical boundary conditions in existing chilled water circuit are stated herein below and **must** be confirmed by bidders at site visit as to inform offer selection.

5.1.7.1 Inlet chilled fluid temperature: 17°C

5.1.7.2 Outlet chilled fluid temperature: 10°C

5.1.7.3 Inlet cooling water temperature: 30°C

5.1.7.4 Outlet cooling water temperature: 35°C

5.1.7.5 The temperature range of chilled fluid shall be from 5°C to 35°C.

5.1.7.6 Temperature difference between inlet and outlet chilled fluid shall be from 3°C to 8°C.

5.1.7.7 The temperature range of cooling water shall be from 18°C to 37°C.

5.1.7.8 Temperature difference between inlet and outlet cooling water shall be from 3.5°C to 10°C.

5.2 Battery limits

5.2.1 Battery Limits for the supply, installation, testing and commissioning of two packaged screw type water cooled chiller systems each of 40TR capacity shall comprise.

5.2.1.1 Input power supply terminations at the new chiller power control and operation panel.

5.2.1.2 Inlet flanges + valving of chilled water to evaporator

5.2.1.3 Outlet flanges + valving of chilled water from evaporator

5.2.1.4 cooling water inlet flanges + valving to condenser

5.2.1.5 cooling water outlet flanges + valving from condenser

5.2.1.6 packaged screw type water cooled chiller assembly on foundation skid

5.2 Quality certification

- 5.2.1 Submit bid Firm's registered ISO certificate 9001:2015
- 5.2.2 Submit bid Firm's safety, health, and environment policy
- 5.2.3 Submit bid Firm's letter of authorization for dealership with Manufacturer
- 5.2.4 Submit bid Firm's distributor partnership agreement with manufacture

5.3 Submittal of bid offer documents

- 5.3.1 Submit original and copy of technical offer and original and copy of commercial offer in separate envelopes.
- 5.3.2 Submit detailed methodology of carrying out each activity described in bill of specifications and quantities.
- 5.3.3 Verify and confirm attached bills of specification and quantities.
- 5.3.4 Submit any appropriate or improved alternate specifications for the proposed Supply, installation, testing and commissioning of two packaged screw type water cooled chiller systems for the client's consideration at no extra cost.
- 5.3.5 Submit site visit report confirming details and concurrence in specifications and bills of quantities.
- 5.3.6 Submit work schedules and timelines in Gantt detailing activities including requisite quality control plan and inspections indicating holding, review and witness points in executing projected installation, testing, and commissioning of the two packaged screw type water cooled chiller systems
- 5.3.7 Submit offer of warranty on installations, operations, and maintenance of the two packaged screw type water cooled chiller systems
- 5.3.8 Successful bidder/ Contractor may submit any specification review for approval by ACFC mechanical engineer before work can commence.

5.4 Work health and safety of personnel

- 5.4.1 Bidders shall have qualified personnel on site for installation, testing and commissioning of two packaged screw type water cooled chiller systems and shall adhere to specified standards provided by OSHA act 2007.
- 5.4.2 Statutory insurance for assigned personnel will be borne by bidders.

SECTION VI: SCHEDULE OF REQUIREMENTS

6 Supply, installation, testing and commissioning of two packaged screw type water cooled chiller systems each of 40TR capacity.

6.1 Bills of Quantities and Specifications.

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Total</i>		
				<i>Unit Rate</i>	<i>Kshs.</i>	<i>Cts</i>
<i>Element No. 1.0</i>	<i>Supply packaged screw type water cooled chiller each of 40TR capacity and as specified in Section V - Technical Specifications, delivered at site located at ACFC Ltd premises in Muhoroni, Kenya and as accepted as duly inspected by ACFC Engineer in report.</i>	<i>Packaged chillers on Skid</i>	<i>two</i>			
<i>Element No. 2.0</i>	<i>Install to ACFC Engineer's satisfaction each packaged screw type water cooled chiller of 40TR capacity in site located at ACFC Ltd premises in Muhoroni, Kenya and as specified in Section V - Technical Specifications</i>	<i>Installations at site</i>	<i>two</i>			
<i>Element No. 3.0</i>	<i>Test in operations to ACFC Engineer's satisfaction each installed packaged screw type water cooled chiller of 40TR capacity in site located at ACFC Ltd premises in Muhoroni, Kenya and as specified in Section V - Technical Specifications</i>	<i>Tests at site</i>	<i>two</i>			
<i>Element No. 4.0</i>	<i>Commission in operations to ACFC Engineer's satisfaction each installed packaged screw type water cooled chiller of 40TR capacity in site located at ACFC Ltd premises in Muhoroni, Kenya and as specified in Section V - Technical Specifications</i>	<i>Commission at site</i>	<i>two</i>			
<i>Element No. 5.0</i>	<i>Train as in commission ACFC personnel and operatives critical aspects of operations and maintenance of each installed packaged screw type water cooled chiller of 40TR capacity in site located at ACFC Ltd premises in Muhoroni, Kenya and as specified in Section V - Technical Specifications</i>	<i>Training</i>	<i>one</i>			
	Total Amount					

SECTION VII: PRICE SCHEDULE

7 Supply, installation, testing and commissioning of two packaged screw type water cooled chiller systems each of 40TR capacity

7.1 Name of Tenderer:

7.2 Tender Number:

<i>Item</i>	<i>Description</i>	<i>Country of origin</i>	<i>Qty</i>	<i>Unit price (KShs.)</i>	<i>Total Price Ex-Works per item (KShs.)</i>	
<i>Element No. 1.0</i>	<i>Supply packaged screw type water cooled chiller each of 40TR capacity</i>		<i>two</i>			
<i>Element No. 2.0</i>	<i>Install to ACFC Engineer's satisfaction each packaged screw type water cooled chiller of 40TR capacity</i>		<i>two</i>			
<i>Element No. 3.0</i>	<i>Test in operations to ACFC Engineer's satisfaction each installed packaged screw type water cooled chiller of 40TR capacity</i>		<i>two</i>			
<i>Element No. 4.0</i>	<i>Commission in operations to ACFC Engineer's satisfaction each installed packaged screw type water cooled chiller of 40TR capacity</i>		<i>two</i>			
<i>Element No. 5.0</i>	<i>Train as in commission ACFC personnel and operatives on critical aspects of operations and maintenance of each installed packaged screw type water cooled chiller of 40TR capacity</i>		<i>one</i>			
	Grand Total +Taxes					

SIGNATURE AND SEAL of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII: STANDARD FORMS

8.1 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 carry out the **Supply, installation, testing and commissioning of two packaged screw type water cooled chiller systems each of 40TR capacity** (insert equipment description) in conformity with the said tender documents for the sum of (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to.....percent of the Contract Price for the due performance of the Contract , in the form prescribed by.....(Procuring entity).
4. We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 **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: _____ Tel No: _____ Email: _____

Nature of Business: _____

Registration Certificate No.: _____

Maximum value of business which you can handle at any one time in USD: _____

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:

S/N	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2 (c) – Registered Company

Private or Public: _____

State the nominal and issued capital of company-

Nominal USD: _____

Issued USD: _____

Given details of all directors as follows

S/N	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas..... [*name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for **Supply, installation, testing and commissioning of two packaged screw type water cooled chiller systems each of 40TR capacity** *name and/or description of the equipment*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE, by these presents that WE,..... of, having our registered office at (hereinafter called “the Bank”) are bound unto [*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of for which payment will 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. 1.If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or,
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a). fails or refuses to execute the Contract Form, if required; or
 - (b). fails or refuses to furnish the performance security in accordance with the Instructions to tenderers.

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

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for certain goods and services and has accepted a tender by the tenderer for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a). the Tender Form and the Price Schedule submitted by the tenderer
 - (b). the Schedule of Requirements
 - (c). the Technical Specifications
 - (d). the General Conditions of Contract
 - (e). the Special Conditions of contract; and
 - (f). the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender 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 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 _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To [*name of Procuring entity*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. (*Reference number of the contract*) dated 20..... to Supply, install, test and commission two packaged screw type water cooled chiller systems each of 40TR capacity.

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of (*amount of the guarantee in words and figure*) and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of (*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors.

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions] as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To[*name of the Procuring entity*]

WHEREAS; (*name of the manufacturer*) who are established and reputable manufacturers of [*name and/or description of the goods*] having factories at [*address of factory*] do hereby authorize [*name and address of Agent*] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [*reference of the Tender*] for the above goods manufactured and services offered by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[*signature for and on behalf of manufacturer*]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.8 LETTER OF NOTIFICATION OF AWARD

(Address of Procuring Entity)

.....
.....

To:.....
.....
.....
.....

RE: Tender No.: **ACFC/50361/2021**

Tender Name: **Supply, installation, testing and commissioning of two packaged screw type water cooled chiller systems each of 40TR capacity**

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.



1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(full particulars)

.....
.....

SIGNED FOR ACCOUNTING OFFICER

8.9 SITE VISIT CLEARANCE CERTIFICATE



Agro-Chemical and Food Company Limited

Tender No.: **ACFC/50361/2021**

Tender Name: **Supply, installation, testing and commissioning of two packaged screw type water cooled chiller systems each of 40TR capacity**

This is to certify that M/s. _____ have visited and inspected the Agro Chemical and Food Company Factory Premises as required by this tender.

ACFC Representative

Name: _____

Signature: _____

Date: _____

Tenderer's Representative

Name: _____

Signature: _____

Date: _____

8.10 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

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF..... 20.....

BETWEEN

..... APPLICANT

AND

..... RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) dated the..... day of 20..... in the matter of Tender No. of 20.....

REQUEST FOR REVIEW

I/We....., the above-named Applicant(s), of address: Physical address..... Fax No. Tel. No. Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above-mentioned decision on the following grounds , namely:-

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.

SIGNED (Applicant)

Dated on..... day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of 20.....

SIGNED.....
Board Secretary