



Agro-Chemical and Food Company Limited

REQUEST FOR PROPOSAL- OPEN INTERNATIONAL

Proposal for engineering and process design for the Proposed, Supply, Construction(erection), Installation, Integration, Testing and Commissioning of Fed-Batch Molasses Fermentation System For a 60,000 LPD Distillery Using Sugarcane Molasses

Tender No: ACFC/PPM/01/2025/2027

Agro-Chemical and Food Company Limited

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Background

Agro-Chemical & Food Company Limited (ACFC) is situated at Muhoroni in the Western part of Kenya. Muhoroni is at about 325 kilometres from Nairobi and 65 kilometres from Kisumu. The company was established in 1978 as a joint venture between the Government of Kenya and Mehta Group International. The present shareholding is as follows: -

The Government of Kenya

Agricultural Development Corporation (ADC)	Ksh. 16.80 M =	28%
Industrial & Commercial Dev. Corp. (ICDC)	<u>Ksh. 16.80 M</u> =	28%
Total Government of Kenya	Ksh. 33.60 M =	56%

Mehta Group International (MGI) Ksh. 26.40 M = 44%

TOTAL Ksh. 60.00 M = 100%

ACFC produces a wide range of spirits and baker's yeast using raw molasses which is locally available. The company uses sugarcane molasses as the main raw material which result in a lot of spent wash waste requiring fermentation before discharge to the environment.

ACFC wishes to invite bidders to: ***Design, Supply, Construct (erection), Install, Integrate, Test and Commission the Proposed Fed-Batch Molasses Fermentation System For 60,000 LPD Distillery Using Sugarcane Molasses***



Agro-Chemical and Food Company Limited

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Proposal for engineering and process design for the Proposed, Supply, Construction(erection), Installation, Integration, Testing and Commissioning of Fed-Batch Molasses Fermentation System For a 60,000 LPD Distillery Using Sugarcane Molasses

- 1.1 Agro-Chemical and Food Company Limited (ACFC) invites you to submit proposal for execution and completion of the contract.
- 1.2 Your proposal document must comprise of technical design aspects and must remain valid for (120 days) from the tender closing/opening date.
- 1.3 This is a **two-stage tendering procedure and no financial proposal** is required at this stage.
- 1.4 For any enquiries and/or request for clarification, please contact the Supply Chain Manager through: grotich@acfc.co.ke or call +254722982361.
- 1.5 Duly completed proposal may be emailed to tenders@acfc.co.ke or addressed to the Resident Director and Chief Executive, Agro Chemicals and Food Company Limited P.O. Box 18 - 40107 Muhoroni Kenya , so as to be received on or before **April 29, 2026, at 12.30 hrs. EAT. and or deposited at the tender box situated at the entrance of the main administration block at ACFC Muhoroni factory. Note: Bulk tenders that shall not fit in the tenders box will be received and recorded accordingly and shall only be opened at the opening dates.**
- 1.6 The tender security shall be an amount of Kenya Shillings One Million Five Hundred Thousand (1,500,000.00) in the form of bank Guarantee from reputable financial institution or Insurance companies listed by the Insurance Regulatory Authority of Kenya.
- 1.7 Tenders will be opened on **April 29, 2026, at 12.30 pm EAT** in the presence of the candidates' representatives who choose to attend the opening at the ACFC Training Centre at the factory in Muhoroni - Kenya.

GEOFFREY ROTICH
For: RESIDENT DIRECTOR

& CHIEF EXECUTIVE

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for proposals is open to all international tenderers eligible as described in the Invitation to Tender. The contactor of the successful proposal will be required to submit the financial proposal and any other requirements (Information) for Designing, Supplying, Construction (erection), Installation, Integration, Testing and Commissioning of Fed-Batch fermentation system for 60,000 LPD Alcohol Distillery.
- 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.
- 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 shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied 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 goods are mined, grown, or 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 goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its proposal, 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 A firm found capable of fulfilling the contract satisfactorily in accordance with the set evaluation criteria shall submit its financial proposal.

2.4. The 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

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

2.5 Clarification of Documents

2.5.1 The **tenderer** requiring any clarification of the proposal document may notify the ACFC in writing or by post at the entity's address indicated in the Invitation to Tender. ACFC 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 ACFCs 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 **2 days** of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 **Amendment of Documents**

- 2.6.1 At any time prior to the deadline for submission of proposals, 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 amendment.
- 2.6.2 All prospective candidates that have received the proposal documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 **Language of Tender**

- 2.7.1 The **proposal** 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 of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) A **Tender Form** and a **Price Schedule** completed in accordance with paragraphs 2.9, 2.10 and 2.11 below
 - (b) **Documentary evidence** established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is **qualified** to perform the contract if its tender is accepted;
 - (c) Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) **Tender security** furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer should **not** indicate any prices in the proposal as financial proposal will be submitted by the contractor whose proposal is successful.

2.10.2 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22-**Not applicable at this stage**

2.10.3 The validity period of the tender shall be **one twenty (120) days** from the date of opening of the tender.

2.11 Tender Currencies- Not applicable at this stage

2.11.1 Prices shall be quoted in either Kenya Shillings, US Dollars or Euros -**Not applicable at this stage**

2.12 Tenderers' Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its proposal, documents establishing the tenderers eligibility to tender and its qualifications to fulfil the contract if its proposal 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 proposal, 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 be established to the Procuring entity's satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to 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 goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods 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 goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the goods;
 - (b) A 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 goods for a period of two (2) years, following commencement of the use of the goods 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 documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent 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 USD, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than **thirty (30) days** after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of the Proposals**

- 2.15.1 The proposals shall remain valid for 120 days after the 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 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 Tenderer shall prepare two copies of the proposal, clearly marking each “**ORIGINAL PROPOSAL and COPY respectively**”

2.16.2 The original and copy of the Proposal 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialized by the person or persons signing the tender.

2.16.3 The proposal 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 person signing the tender.

2.17 **Sealing and Marking of Tenders**

2.17.1 The proposal 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 for Proposal.

2.17.2 The proposal shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by ACFC at the address given in appendix at a date not later than **29th April 2026, at 12.30hrs EAT.**

2.18.2 ACFC 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 ACFC and candidates previously subject to the deadline will therefore be subject to the deadline as extended

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 ACFC prior to the deadline prescribed for submission of tenders but not later than 7 days before tender opening.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared and emailed to **purchasing@acfc.co.ke.**

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
- 2.19.5 ACFC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 ACFC 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.

2.20 Opening of Tenders

- 2.20.1 ACFC will open all tenders in the presence of tenderers' representatives who choose to attend, on **April 29th , 2026 at 12.30 hrs EAT** at The Training Center in Muhoroni.
The tenderers' representatives who are present shall sign a 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 ACFC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 ACFC 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 ACFC 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 ACFC in the ACFC's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 ACFC 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 ACFC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.3 Prior to the detailed evaluation, pursuant to paragraph 2.23 ACFC 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.

2.22.4 If a tender is not substantially responsive, it will be rejected by the ACFC 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, ACFC will convert these 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 Proposals.

2.24.1 ACFC will evaluate and compare the proposals which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the proposals within **30 days** of the validity period from the date of opening the tender using the following criteria.

2.25. MANDATORY EVALUATION

- **Completeness of Bid:** Signed forms, proper formatting, and submission by the deadline.
- **Legal Compliance:**
 - i. **Valid Certified** Business registration certificate ,
 - ii. **Copy of tax** Registration Certificates
 - iii. **Valid tax** compliance certificates.
- **Tender Security:**
 - i. Provision of required bid bonds or securities.
- **Financial Standing:**
 - i. Demonstrated financial capability to execute the project certified Bank statement from the issuing financial institution for the last 6 months or credit letter from the Financial institution.
- **Valid directorship document confirming the ownership** (if Registered Company) or Partnership Deed (if Partnership Business) .
- **Proof of registration/accreditation** by the relevant statutory/regulatory body specific to the specialized works relevant to the country of origin , such as The National Construction Authority (Kenya) ,Engineers board of Kenya etc.
- Fully completed **Confidential Business Questionnaire**
- **Duly filled application submission letter.**

2.26. Technical Evaluation Criteria

S No.	Evaluation Criteria	Max Score
1.	Provide company profile with firm's physical address, telephone contacts, organizational structure, list of directors.	4
2.	Evidence in form of Completion Certificates, Payment Certificates or LPO for for at least Four (4) successfully similar contracts completed within the last Ten years. 3marks per project.	12
3.	Provide current reference letters and contact details of four (4) clients where similar or related projects have been successfully completed.	4
4.	Company's Financial strength demonstrated through Certified Audited Accounts for the last two (2) years or bank statement for the last 6months or letter credit from a reputable financial institution.	12
5.	Personnel capability demonstrated through Curriculum Vitae and Qualification Certificates of at least Five (5) key personnel with technical skills relevant to the project (Mechanical Engineering, Structural Engineering, Electrical Engineering, Environmentalist, Biotechnologist, Welding Certification or any other related academic qualification). Indicate the list of projects handled by each, the Five (5) must have participated in at least two (2) of the referenced projects	10
6.	Technical proposal showing; Process description, details of units used in terms of dimensions, materials of construction and overall performance of the solution offered plant, accompanied by Process flow diagram, Piping and instrumentation(P&I) diagram and Process layout to fit on the designated site.	25
7.	Submit detailed project work schedules, and delivery timelines in Gantt chart outlining design, fabrication and erection activities, installation, and commissioning activities in execution of the project	15
8.	Present and submit the following: <ul style="list-style-type: none"> methodologies proposed to be applied at site as to accomplish intended construction, fabrication, erection, installation works (5marks) 	15

	<ul style="list-style-type: none"> Welders Qualification Records as per API 650 requirements (4 marks) an elaborate project quality control plan, (3marks) project safety management plan and operations, maintenance and safety training plan. (3marks) 	
9.	<ul style="list-style-type: none"> Manufacturers' Authorization Certificates for Distributers/ Agents and/or resellers of specialized products from their Principals (Manufacturers). 	3
TOTAL		100

Note The pass mark to proceed to the next procurement phase shall be 75 marks

2.26.1 A tenderer who gives false information in the tender document about its 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 Preference

2.27.1 Preference is not allowed in the evaluation of tenders

2.28 Contacting the Procuring entity

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

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

2.29 Award of Contract

(a) Post-qualification

2.29.1 ACFC will determine to its satisfaction whether the tenderer that is selected as having submitted the best evaluated responsive proposal is qualified to fulfil the contract satisfactorily.

2.29.2 The determination will consider the tenderer 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 ACFC deems necessary and appropriate.

2.29.3 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 ACFC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily

(b) **Award Criteria**

2.29.4 ACFC 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.

(c) **ACFC's Right to Vary quantities**

2.29.5 ACFC reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit rate or other terms and conditions

(d) **ACFC's Right to accept or reject any or All Tenders**

2.29.6 ACFC 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 ACFC's action

2.30 Notification of Award

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

2.30.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.30.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, ACFC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.31 Signing of Contract

- 2.31.1 At the time when ACFC notifies the successful tenderer that its tender has been accepted, ACFC will send the tenderer the **Contract Form** incorporating all agreements between the parties.
- 2.31.2 The parties to the contract shall have it signed within **30 days** of the date of notification of contract award unless there is an administrative review request.
- 2.31.3 Within **thirty (30)** days of receipt of the **Contract Form**, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.32 Performance Security

- 2.32.1 Within **Thirty (30)** days of the receipt of notification of award from ACFC, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided as annex
- 2.32.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the ACFC may make the award to the next lowest evaluated Candidate or call for new tenders.

2.33 Corrupt or Fraudulent Practices

- 2.33.1 ACFC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

- 2.33.2 ACFC 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.
- 2.33.3 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 INSTRUCTION TO TENDER

The following information regarding the particulars of the tender shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instruction to tenderers and 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 tenderers
2.1.1	This invitation for proposal is open-international.
2.14.1	Only technical proposals are requested. Financial proposal shall be requested from the company submitting successful proposal after evaluation
2.16.1	All proposals should be sent as per the instruction of the tender notice.
2.18.1	<p>The email mail below will be used for submission</p> <p>Name: Fed-Batch alcohol fermentation Tender. Email; tenders@acfc.co.ke or be deposited at the tender box provided at the main administration office at Muhoroni factory , Kenya</p> <p>The deadline for submission of tenders is: Date: April, 29, 2026 Time: 12.30hrs EAT.</p>
2.18.3	Bulky tenders sent through mail which will not fit in the mail should be compressed and submitted in parts
2.20.1	<p>Location, Time and date of tender opening:</p> <p>Agro-Chemical and Food Company Limited, Muhoroni, Kenya at the training Centre Date: April, 29, 2026 Time 12.30 hrs. EAT.</p>
2.25.2	The tender price shall be made up of the schedules indicated in section VI – “Schedule of requirements and prices” Not applicable

2.29.1

Amount of performance security: 10% of the contract price. **This applies to the successful bidder.**

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 of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

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.

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 tenderer 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 thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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 goods 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 or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.
- 3.8.3 Should any inspected or tested goods 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 goods after the Goods' arrival 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 of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

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

3.11 **Insurance**

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

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services 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 request 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 Subcontracts

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

3.16 Termination for default

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

(a) if the tenderer fails to deliver any or all of the goods 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 like those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods 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 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and 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 adjudication in an agreed national or international forum, and/or international arbitration.

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.

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.

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 relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
4.1.1	“The procuring entity’ means Agro-Chemical and Food Company ltd.
3.7.1	Performance security from a reputable bank amounting to 10% of contract value.
3.12.1	Terms of payment will be as set during the financial tendering stage
3.13.1	Contract price shall be fixed.
3.18.1	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

5.0 General

- 5.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers detailed specifications, drawings, catalogues, etc. for the products they intend to supply
- 5.2 Tenderers must indicate on the specifications sheets whether the equipment offered complies with each specified requirement.
- 5.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The

procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.4 The tenderers are requested to present information along with their offers as follows:

5.4.1 Shortest possible delivery period of each product

5.4.2 Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.5 **Specification**

5.6 Designing, Supply, construction(erection), Installation, integration, testing and Commissioning of Fed-Batch fermentation system for 60,000 LPD distillery using sugarcane molasses.

5.6.1 **Process Design and Performance parameters.**

5.6.1.1 The following process parameters are here in below stated to be used as a basis for process design of the proposed Fed-Batch fermentation complete with its tanks, vessels, components, and accessories.

5.6.1.2 Molasses based Fed-Batch fermentation system for 60,000 LPD distillery plant

5.6.1.3 C-molasses with fermentable sugar 42% w/w, VFA less than 5000ppm. Quantity of molasses used $\leq 240\text{MT/D}$.

5.6.1.4 Mash alcohol yield $\geq 250\text{lt/ton}$ @9-12%v/v alcohol, mash generation about $620\text{-}670\text{m}^3/\text{day}$

5.6.1.5 CO₂ gas generation $\geq 30\text{TPD}$

5.6.1.6 Process water for dilution about $490\text{m}^3/\text{D}$

5.6.1.7 Soft water about $2\text{m}^3/\text{D}$

5.6.1.8 Cooling water about $425\text{m}^3/\text{D}$

5.6.1.9 Automation level = semi-automatic

Note: ACFC's specifications of inputs available for use in the fermentation plant, the tenderers can use this as basis for their design.

PARAMETER	CHARACTERISTIC	REQUIREMENT
UREA	Grade	technical
	Nitrogen content % by mass	45 minimum
	Moisture content %	0.5 maximum
MAGNESIUM SULPHATE	Grade	Technical
	pH of 5% solution	4.5-5.5
	Assay (%)	62-70
	moisture (%)	30-35
CAUSTIC LYE	Grade	Technical
	Moisture content %	0.5 maximum
	Assay as NaOH (%)	99 minimum
	Solubility in water	Complete
ELECTRICITY	Main Supply	Three phase 4 wire
	Voltage	415 volts
	Frequency	50Hz
INSTRUMENT AIR	Pressure	6 bar
BLOWER AIR	Pressure	0.7 bar
	Capacity	750m ³ per hour
STEAM	Grade	Dry saturated steam
	Pressure	
	Temperature	
FERMENTED WASH	Volume	620-670m ³
	Concentration	9-10% v/v alcohol
CO ₂ generation	Weight	30Ton/day
YIELD	Alcohol per ton of molasses	250lts/ton
ENA	≥96% concentration	60000 per day

PARAMETER	CHARACTERISTIC	REQUIREMENT
MOLASSES	Brix (degree Baume')	74 min
	pH	5.5-6.0
	Density	1.32-1.34
	Total sugars	46% min
	Non fermented sugars	3.5-5.5
	Ash %	7-8
	calcium amount %	1.0-1.5
	loose sludge (v/v)%	25 max
	sucrose content	30-34
	Total volatile acidity	3500 max
PROCESS WATER	pH	6.5-8.0
	Residual chlorine(ppm)	0.6-1.5
	Total hardness(ppm)	50-100
	P-Alkalinity M-Alkalinity	Nil 250 max
	Total dissolved solids (ppm)	300
	Turbidity	5 NTU
	Chlorides	30 ppm max
	Coliforms	Nil/100ml
COOLING WATER	pH	7-8
	alkalinity	150 ppm maximum
	Hardness	Hardness 400 ppm maximum
	Conductivity	1500 μ S/cm maximum
	LSI	-0.5-0.5
SOFT WATER	pH	6.5-8.8
	Hardness	less than 10
	Alkalinity ppm	less than 300
	Conductivity	300 max
SULPHURIC ACID	Grade	Technical
	Assay (%)w/w	96-98
	Density g/ml	1.82-1.84
DEFOAMER	Density	0.99 \pm 0.2
	pH value	6.5-9.5
	Defoaming ability	0.3ml to 5ml destroys 100ml of foam
DAP	Grade	technical
	Nitrogen content by mass %	20% minimum
	Phosphorous content by mass %	50-52% minimum

Typical fermentation plant vessels and specifications, the tenderers are free to give their own designs but should be better than the stated below.

S.no.	Description	Specifications
1	Culture vessel 1	200lts, SS304
2	Culture vessel 2	1500lts, SS304
3	Culture vessel 3	7500lts, SS304
4	Pre-fermenter	50,000lts, SS304
5	fermenters	380,000lts, SS304
6	Wash holding tank	65,000lts, SS304 (existing can be used)
7	Wash settling tank	150,000lts. SS304

5.6.1.10 Engineering

5.6.1.10.1 Submit detailed engineering design drawings, material of construction data sheets, material safety data sheets, catalogues, brochures, operations manuals, maintenance manuals and manufacturing quality standards and approvals for each of the proposed.

5.6.1.10.1.1 Process and fermentation units

5.6.1.10.1.2 Mechanical equipment and installations

5.6.1.10.1.3 Electrical equipment and installations

5.6.1.10.1.4 Instrumentation equipment and installations

5.6.1.10.1.5 Piping and valves

5.6.1.10.2 Submit detailed design drawings of concrete structures and foundations including itemized estimate cost for construction of the concrete foundations. (Use typical designs for tender only but final designs to be done later once Geotechnical survey results of the site is provided.)

5.6.1.10.3 Design battery limits shall apply in termination of fabrication, erection and installation works and supply of services as follows.

Sr. No.	PARAMETER	DESCRIPTION
1	Molasses	At the inlet of the Raw molasses transfer pump
2	Fermented wash	At the outlet the Fermented wash transfer pump
3	CO2	At the outlet the CO2 scrubber in Fermentation section
4	Sludge	At the outlet the sludge transfer pump
5	Doing chemicals and nutrients	At the inlet of the respective dosing tank transfer pumps
6	vents & drains	At the outlet flange of respective vent and drain point of equipment/piping
7	Electricity	At the inlet of the MCC panel in Fermentation section
8	Power from grid for erection and non- plant section.	At individual points near erection site
9	Process Water	At the inlet of the Process water header in Fermentation section
10	Soft water for sealing & CO2 scrubber	At the inlet of the soft water header in Fermentation section
11	Cooling water supply	From the outlet of the existing cooling tower
12	Cooling water return	At the inlet of the Cooling water distribution header of the cooling tower

5.6.1.11 Supply

5.6.1.11.1 Submit a detailed supply schedule of designed Process and fermentation units, Mechanical equipment and installations, Electrical equipment and installations , Instrumentation equipment, piping and valves, consumable materials, components and fabricated parts indicating itemized estimated cost for each item to be supplied to site at ACFC Ltd for the entire works and also indicate and clearly segregate any responsibilities for supplies proposed to be within ACFC Ltd.'s scope.

5.6.1.12 Construction, Fabrication and Erection and Installation

5.6.1.12.1 Submit methodology that will be applied at site to accomplish intended construction, fabrication, erection, installation works and clearly indicate levels of skilled and unskilled manpower requirements, machine tools requirements, lifting equipment requirements, managing safety aspects and safety equipment, quality control of various work processes, availability of specialized equipment etc. and indicate itemize estimated cost for Construction, Fabrication, Erection and Installation and also clearly segregate any responsibilities proposed to be within ACFC Ltd.'s scope

5.6.1.13 Supervision

- 5.6.1.13.1 Submit a detailed Gantt chart indicating proposed activities, timelines, and costs.
- 5.6.1.13.2 Submit CV's and identities of proposed project manager/project engineer and key skilled staff seconded to execute the project and indicate and itemize estimated labor cost attendant to project management

5.6.1.14 Testing, Training and Commissioning

- 5.6.1.14.1 Submit a warranty certificate or handing over protocol to be signed by tenderer and ACFC Ltd on fulfilment of performance parameters guaranteed and stated herein below.
 - 5.6.1.14.1.1 Alcohol yields per ton of molasses \geq 250lts
 - 5.6.1.14.1.2 Alcohol concentration in mash \geq 9 %v/v
 - 5.6.1.14.1.3 CO2 generation \geq 42TPD
- 5.6.1.14.2 Submit an elaborate training plan and training manuals and proposed schedules for training of;
 - 5.6.1.14.2.1 Engineering maintenance technicians
 - 5.6.1.14.2.2 Process Operators
 - 5.6.1.14.2.3 Process controllers

SECTION VI - SCHEDULE OF REQUIREMENTS

- 6 Requirements for Design, Engineering, Supply, construction (erection), Installation, integration, Testing and Commissioning of Fed-Batch molasses fermentation system for 60,000lpd distillery using sugarcane molasses.

6.0 Scope matrix

Sr. No	DESCRIPTION	DESIGN & ENG.	SUPPLY	ERECTION & COMMISSIONING
1	Supply of equipment for Fed-Batch Fermentation section as per Scope of supply			
2	Electrical & Instruments work-MCC panel, cable up to motor, cable tray, push buttons etc.			
3	Cooling water transfer pumps & piping			
4	Tools & tackles, consumables for erection like welding rods, electrodes, grinding discs and cutting			

	discs, etc.			
5	Mechanical structural work and covered roof shed			
6	All civil works			
7	Existing molasses day tank, pre-fermenters, wash holding tank, dosing tanks etc.			
8	Existing cooling tower			
9	Water treatment plant (WTP)			
10	Plant & yard lighting, earthing, control room for MCC			
11	All piping before battery limits			
12	Other effluents drainage/disposal to public drains			
13	Required raw materials and utilities supply, auxiliary materials, yeast, dosing chemicals, lab chemicals, biogas culture, lubricants etc.			
14	Bending machine, crane, hydraulic jack etc. for erection work.			
15	Paints, consumable gases, kerosene etc.			
16	To & from and boarding for supplier's workers.			
17	To & from, visas, visa fees, medicals, work permits, lodging & boarding and local transport for supplier's team etc.			
18	Unskilled local labor and operation staff.			
19	Security of material dispatched at site			
20	Water & electricity during erection & commissioning			
21	Warehouse and material storage at site			
22	All taxes & duties, namely, excise duty, VAT etc. in Kenya			
23	CIF charges, Mombasa			
24	Transportation from Mombasa to site and transit insurance			

6.1 Bills of Quantities and Specifications

Item	Description of Requirements and Specifications	Units	Qty
1.0	Process design and engineering of the proposed Fed-Batch sugarcane molasses fermentation plant for 60KLPD distillery		
1.1	Detailed design of proposed molasses fermentation plant as per ACFC Ltd.'s requirements and expected deliverables and as per proposed fermentation strategy based on Fed-Batch process.	<i>lot</i>	<i>one</i>
1.2	Detailed engineering design of processing plants, processing equipment's, fermentation units, access platforms, maintenance accesses , walkways, concrete foundations, concrete plinths, drainages and spillways, with safety provisions for operations and fire hazards as is required in commissioning and realization of the proposed Fed-Batch plant	<i>lot</i>	<i>one</i>
	Total (Carried to Summary of Elements)		
2.0	<u>Element 2</u> – Supply of proposed Fed-Batch plant's equipment, fermentation units, fermentation plant's quality control equipment, assorted materials, fabricated parts, and components delivered C&F Mombasa or Nairobi, Kenya		
2.1	Supply of prescribed Processing and fermentation units (itemize each unit)		
2.2	Supply of prescribed Mechanical equipment and installations (itemize each equipment)		
2.3	Supply of prescribed Electrical equipment and installations (itemize each equipment)		
2.4	Supply of prescribed Instrumentation equipment and installations (itemize each equipment)		
2.5	Supply of prescribed Piping and valves (itemize each		

	component)		
2.6	Supply of assorted fabricated parts in knocked down form (itemize each prefabricated part)		
2.7	Supply of assorted consumable materials (itemize each material)		
2.8	Supply of prescribed quality control equipment and materials (itemize each equipment)		
2.9	Supply all mandatory spares for two years		
	Total (Carried to Summary of Elements)		
Item	Description of Requirements and Specifications	Units	Qty
3.0	<u>Element 3</u> - Construction, fabrication, erection, and installation of proposed Fed-Batch plant		
3.1	Construction of Fed-Batch plant foundations and plinths as prescribed in detailed design and as in proposed methodology and in submitted scheduled Gantt.	<i>lot</i>	<i>one</i>
3.2	Fabrication of Fed-Batch plant parts, tank shells and components as prescribed in detailed design and as in proposed methodology.	<i>lot</i>	<i>one</i>
3.3	Erection of Fed-Batch plant parts, equipment and components as prescribed in detailed design and as in proposed methodology.		
2.1	Installation of Fed-Batch plant parts and components as prescribed in detailed design and as in proposed methodology and to within defined battery limits.	<i>lot</i>	<i>one</i>
	Total (Carried to Summary of Elements)		
4.0	<u>Element 4</u> – Overall supervision of design, engineering, erection, installations, tests and commissioning of the proposed molasses fermentation plant	<i>lot</i>	<i>one</i>
	Total (Carried to Summary of Elements)		
5.0	<u>Element 5</u> – Testing and commissioning of installed molasses fermentation plant	<i>lot</i>	<i>one</i>
	Total (Carried to Summary of Elements)		

SECTION VII - PRICE SCHEDULE

7 **Price proposal for designing, engineering, supplying, erection, installation, supervision, testing and commissioning of proposed Mollases fermentation plant.**

7.0 Tender Number: ACFC/PPM/01/2025/2027

Item	Description	Country of origin	Qty
Element -1	Process design and engineering of the proposed Fed-Batch sugarcane molasses fermentation plant for 60,000 LPD distillery		
Element -2	Supply of proposed Fed-Batch plant's equipment, fermentation units, fermentation plant's quality control equipment, assorted materials, fabricated parts, components and spares.		
Element -3	Construction, fabrication, erection, and installation of proposed Fed-Batch plant		
Element -4	Overall supervision of design, engineering, erection, installations, tests and commissioning of the proposed Mollases fermentation plant		
Element -5	Testing, operations training and commissioning of installed Mollases fermentation plant		
	Grand Total EXWorks+Taxes		
	<i>Grand Total CIF Mombasa</i>		

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 design, engineering, supply, erection, installation, supervision and commissioning of
..... *(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

<i>Part 1 – General:</i>	
Business Name	
Location of business premises.	
Plot No.....	Street/Road
Postal Address	Tel No. Fax E mail
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:

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			
6.....			
7.....			
8.....			

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

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			
6.....			
7.....			
8.....			

- 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 the design, engineering, supply, erection, installation ,supervision, testing and commissioning [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.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)

dated20.....

to, supply

.....
..... [description of goods and 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 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.....

Tender Name.....

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 of 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 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 _____ 2026.

[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.....2026

BETWEEN

..... APPLICANT

AND

.....RESPONDENT

(Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity)

dated the.....day of2026 in the matter of Tender No.....of2026

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/...2026

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of2026

SIGNED.....

Board Secretary