



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

## **OPEN TENDER**

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**TENDER DOCUMENT FOR THE SUPPLY, INSTALLATION,  
TRAINING AND COMMISSIONING OF IP-PABX SYSTEM AT  
AGRO CHEMICAL & FOOD COMPANY LIMITED IN  
MUHORONI TOWNSHIP, KISUMU COUNTY**

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**Tender No: ACFC/50348/2019**

**Agro Chemical and Food Company Limited**

P.O. Box 18 – 40107, Muhoroni

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

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

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**SECTION I: INVITATION TO TENDER**

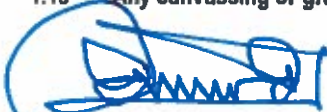
**Tender No. ACFC/50348/2019**

**Tender Name: Tender for the Supply, Installation, training and Commissioning of a modern IP-PABX system at Agro Chemical & Food Company Limited in Muhoroni Township, Kisumu County**

- 1.1 Agro-Chemical and Food Company Limited invites eligible and interested bidders to apply for the Supply, Installation, and Commissioning of a modern IP-PABX system at the factory in Muhoroni Township, Kisumu County.
- 1.2 Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below during normal working hours.
- 1.3 Interested eligible bidders may obtain further information at the address given below during normal working hours (Monday to Friday between 0800 hours to 1600hours excluding public holidays).  
Supply Chain Office at Muhoroni Factory  
Tel: 020-2334180/1 or 020-2334080/1, Mobile: 0722-205448 or 0734-242871  
Email: purchasing@acfc.co.ke
- 1.4 A complete set of tender documents may be downloaded free of charge from the company website: www.acfc.co.ke or www.tenders.go.ke. Hardcopy documents may be obtained from the above office upon payment of a non-refundable fee of USD10 or Kshs.1,000.00 per set in cash or Bankers' Cheque payable to Agro-Chemical and Food Company Limited.
- 1.5 Prospective bidders are invited for a mandatory site visit on Tuesday October 29, 2019 at 11.00am to verify details and scope of the tender prior to bidding.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes clearly marked with **The tender reference Number** and the words **"DO NOT OPEN BEFORE November 8, 2019 AT 1230HRS"** and be deposited in the tender box at the entrance to the main administration block at the Factory in Muhoroni or be mailed to the address below so as to be received on or before **November 8, 2019 at 1230hrs.**

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

- 1.7 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings, US Dollars, Euros or other freely convertible currency and shall remain valid for (120) days from the closing date of the tender.
- 1.8 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend the opening at the Agro-Chemical and Food Company -Training Room, Muhoroni.
- 1.9 All bids must be accompanied by a bid security of **Kshs.50, 000.00** or an equivalent in a freely convertible currency in the form of a bankers'/insurance guarantee in the format provided in this document and valid for 120 days.
- 1.10 **Any canvassing or giving of false information will lead to automatic disqualification.**



Philip O. Odoyo  
For: **RESIDENT DIRECTOR  
& CHIEF EXECUTIVE**

## **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 of goods by the intended completion date as specified in Section V – Technical Specifications.
- 2.1.2 ACFC's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by ACFC 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 ACFC 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

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 tenderers risk and may result in the rejection of its tender.

## **2.5 Clarification of Tender Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity 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 ACFC. Written copies of the ACFC 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 ACFC 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 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, ACFC, 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 ACFC, 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 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. Documentary evidence established 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;
  - c. 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; and

- d. Tender security furnished in accordance with paragraph 2.14
- e. Confidential Business Questionnaire

## **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:
  - a) the price of the equipment quoted EX-W (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:
  - b) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
  - c) installation charges shall also be indicated separately for each equipment
- 2.10.3 Prices quoted by the tender 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:
  - a. For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
  - b. For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
  - c. 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 ACFC'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 ACFC'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 fifteen (15) years, following commencement of the use of the equipment by the Procuring entity; and
  - c) a clause-by-clause commentary on ACFC'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, 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 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 ACFC 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 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 (approved by the Authority) in the form provided in the Invitation to Tender and valid for one hundred and twenty (120) days.
- 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 ACFC.

- 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 ACFC 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 1. 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 Tenderers shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by ACFC, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by ACFC as non-responsive.
- 2.15.2 In exceptional circumstances, ACFC 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 Tenderer shall prepare two copies of both the Technical and Financial tenders, clearly marking each "ORIGINAL TECHNICAL" and "COPY OF TECHNICAL TENDER," & "ORIGINAL FINANCIAL" and "COPY OF FINANCIAL TENDER" as appropriate. In the event of any discrepancy between them, the originals 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 unamended 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 technical and financial copies of the tender in separate envelopes, duly marking the envelopes as "**TECHNICAL**" and "**FINANCIAL.**" The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- a) be addressed to ACFC 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 12:30PM ON 8<sup>TH</sup> NOVEMBER,2019"
- 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, ACFC will assume no responsibility for the tender's misplacement or premature opening.



## **2.18 Deadline for Submission of Tenders**

- 2.18.1 Tenders must be received by ACFC at the address specified under paragraph 2.5.1 not later than **12:30P.M ON 8<sup>TH</sup> NOVEMBER 2019**.
- 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 ACFC 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 ACFC 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 ACFC will open all tenders in the presence of tenderers' representatives who choose to attend, at **12:30p.m on 8<sup>th</sup> November 2019** 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 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 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 the Procuring staff in ACFC'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 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 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 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 affect the relative ranking of any tenderer.
- 2.22.4 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. ACFC'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 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 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 ACFC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 ACFC evaluation of a tender will exclude and not take into account
- 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 ACFC'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 2.24.5 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**

ACFC 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 ACFC'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 on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. ACFC may consider the alternative payment schedule offered by the selected tenderer.

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

The tenderersTenderers 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

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

## **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 ACFC's procuring section 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, ACFC 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 take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as ACFC 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 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**

**2.26.4** ACFC 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:

- i. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured – as outlined in the Technical Specifications for Tenderers Reference.
- ii. Legal capacity to enter into a contract for procurement
- iii. 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.
- iv. 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 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 tenderer of the grounds for ACFC's action

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

2.26.8 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.

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

**2.27 Notification of Award**

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

2.27.2 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 ACFC will simultaneously inform the other tenderers that their tenders have not been successful

**2.28 Signing of Contract**

2.28.1 At the same time as ACFC notifies the successful tenderer that its tender has been accepted, ACFC 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 ACFC.
- 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 ACFC, 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 ACFC.
- 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 ACFC may make the award to the next lowest evaluated

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 ACFC 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.
- 2.30.2 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.
- 2.30.3 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 tender is open to bidders with proven financial and technical capacity to provide IP-PABX System
2.14.1	Amount of tender security is KShs.50,000 or an equivalent amount in a freely convertible currency
2.18.1	<p>For tender submission , the employer's address is :</p> <p>Attention: Resident Director &amp; Chief Executive            Address: Agro-Chemical and Food Company Ltd            P.O. Box 10-40107            Muhoroni, Kenya.</p> <p>Or</p> <p>Deposited in the tender box at the entrance to the Main Administration Block at the factory in Muhoroni.</p> <p>The deadline for submission of tenders is:            Date: <b>November 8, 2019</b>            Time: <b>1230hrs</b></p>
2.18.3	Bulky tenders which will not fit in the tender box will be submitted by the tenderer or its agent by hand to the RD&CE's Secretary.
2.20.1	<p>Tender opening Venue: ACFC Training Centre at the factory in Muhoroni.</p> <p>Date: <b>November 8, 2019</b>            Time: <b>1230hrs</b></p> <p><b>Only the technical bids shall be opened on November 8, 2019.</b></p>

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

### **3.1 Definitions**

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

- (a) "The Contract" means the agreement entered into between ACFC 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 ACFC 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 thereof, 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 ACFC and shall be returned (all copies) to ACFC on completion of the Tenderer's performance under the Contract if so required by ACFC.

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify ACFC 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 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 ACFC 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 ACFC 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 ACFC and shall be in the form of
- a) Cash
  - b) Bank guarantee
  - c) Such insurance guarantee approved by the PPRA
  - d) Letter of credit
- 3.7.4 The performance security will be discharged by ACFC 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 ACFC or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. ACFC 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 ACFC.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, ACFC 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 ACFC.
- 3.8.4 ACFC'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 ACFC 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 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 Third-Party Products/Optional Software.**

- 3.10.1 The vendor must explicitly list and describe the name of any third-party products that are part of the proposed solution to ACFC. For each third-party product there must be comments about whether the vendor's contract will encompass the third-party product and/or whether ACFC will have to contract on its own for the product.



### **3.11 Delivery and Documents**

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

### **3.12 Insurance**

3.12.1 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.

### **3.13 Payment**

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

3.13.2 Payments shall be made promptly by ACFC as specified in the contract

### **3.14 Prices**

3.14.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

### **3.15 Assignment**

3.15.1 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

### **3.16 Subcontracts**

3.16.1 The tenderer shall notify ACFC 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

### **3.17 Termination for Default**

3.17.1 ACFC 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 ACFC
- b) if the tenderer fails to perform any other obligation(s) under the Contract
- c) if the tenderer, in the judgment of ACFC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.17.2 In the event ACFC 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 ACFC for any excess costs for such similar equipment.

### **3.18 Liquidated Damages**

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, ACFC 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.

### **3.19 Resolution of Disputes**

3.19.1 ACFC 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

3.19.2 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.

### **3.20 Language and Law**

3.20.1 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

### **3.21 Force Majeure**

3.21.1 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.

### **3.22 Notices**

3.22.1 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.

3.22.2 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
3.1.1	"The procuring entity' 'means Agro Chemical and Food Company Limited.
3.9.1	Performance Security shall be 10% of the contract value.
3.15.1	Terms of payment shall be: 30% upon delivery of material to site, 60% Upon Successful Installation, Commissioning & Training, and 10% after defect liability period.
3.16.1	Contract price shall be fixed.
3.12.2	Resolution of disputes shall be through arbitration. Appointment of an Arbitrator shall be in accordance with the provisions of the Arbitration Act Cap 49 of the Laws of Kenya Appointment of arbitrator to be conducted as per the Arbitration Act

## SECTION V: SCHEDULE OF REQUIREMENTS

### 5.1 INTRODUCTION

5.1.1.1 Agro-Chemical and Food Company Limited (ACFC) is in the process of replacing their existing Alcatel analog PABX with IP Telephone PABX system. ACFC requires experienced solution providers in IP PABX who can be able to supply, install and configure IP PABX within **ACFC Factory** and provide separately a Wireless point to point radio link to communicate to **ACFC Staff Estate** site located approximately 1.6KM from **ACFC Factory**.

5.1.1.2 Prospective tenderers **MUST** do a comprehensive site survey to understand in detail the material required for the project to be successful. All fabrication, erection, installation and commissioning tools, materials and equipment shall be borne by the solution provider.

### 5.1.2 SCOPE

The following should be considered during installation:

- i. Rearrangement or replacement of the existing telephone cables in the estate and factory which include server room and labeling as appropriate.
- ii. The vendor to consider the distance from Factory to estate, centrally located termination distribution point at 1.6km.
- iii. Prospective bidders **MUST** visit site prior to bidding to make ensure they are familiar with the actual requirements and scope of work.
- iv. The IPDESK Phones will be 100 in Quantity.
- v. The IP Wireless Phones will be 20 in Quantity
- vi. Extension provision for Nairobi Branch Office.
- vii. Power back up for the PABX should be able to last at least minimum 15 hours.
- viii. Provide GSM connection or re-routing system to Safaricom, Airtel, Telecom and other service provider lines (The total number will be discussed).

### 5.2 EXISTING PABX AND INFRASTRUCTURE

The purpose of this tender is to select a suitable IP PABX to replace the existing Alcatel PABX.

We also intend to install a suitable and affordable wireless point to point radio link or radio network via VOIP with a high speed of communication solution from ACFC Factory to ACFC Estate.

#### 5.2.1 Current Company PABX

Alcatel PABX 4400, model version 2.1 release.

Number of digital ports	64
Number of analogue ports	86
Number of analogue trunks	16
Number of ISDN links	30
Voice mail ports	3
Application 4760	1

#### 5.2.2 Current State – LAN (factory)

At present there are several CISCO switches non-POE connected with Ethernet to the desktop using UTP Cat 5/6 cable from the nearest data Centre.

### 5.3 SPECIFIC REQUIREMENTS

ACFC would like to replace the current PBX with an IP PABX System minimum 200 extension with flexibility for expansion in future.

#### 5.3.1 LAN infrastructure requirement

Recommend the solution provider to access the current LAN infrastructure if it can accommodate IP PABX which is being proposed. **This should be treated as mandatory.**

#### 5.3.2 Functional Requirements Handsets.

##### 5.3.2.1 Standard Telephone sets for office and factory: (attach manufactures prospectus)

Minimum requirements Basic IP DESK Phones (quantity: 100)

- i. Perfect for Manager/teleworkers/office workers/technical support staff
- ii. User-friendly
- iii. Hands Free Answer / Speaker
- iv. Hold Button
- v. Transfer Button
- vi. Caller ID
- vii. Volume Control Phone - microphone, speaker and ringer volume
- viii. Message Waiting Indicator
- ix. Headset Jack Standard 3.5mm
- x. Speed Dial
- xi. Busy Lamp Field
- xii. Integrated Power over Ethernet support
- xiii. SIP Support
- xiv. Minimum Two-line LCD display
- xv. Minimum four flexible programmable keys
- xvi. HD Voice
- xvii. Backlit graphical LCD display
- xviii. Minimum eight flexible programmable keys
- xix. Ability to monitor different extensions
- xx. Secondary Ethernet 10 / 100 port for a collocated laptop or PC.
- xxi. Data and Voice ports.

##### 5.3.2.2 Operator console (Quantity:2): (attach manufactures prospectus)

Minimum requirements specific IP Phone receptionist

- i. All features for Standard IP DESK Phone (see 5.3.2.1)
- ii. Window based console alternative to traditional PBX console
- iii. Feature –rich screen-based display that increases operator productivity, visibility and call handling capabilities.
- iv. Scalable with ability to monitor calls and extensions single and multi-site.
- v. Allows operators and users to efficiently manage calls rather than simple answer phone calls.
- vi. Secondary Ethernet 10 / 100 port for a collocated laptop or PC.
- vii. Presence, operator can see and monitor visual status of extensions including telephone system and absent message status.

**5.3.2.3 Wireless Phone (quantity: 20):  
(attach manufactures prospectus)**

Minimum requirements Wireless Phones

- i. On-site robust mobile communication
- ii. Maximum weight including batteries 130g
- iii. Minimum Capacity up to 12 hours speech
- iv. Minimum Capacity up to 120 hours standby.

**5.3.3 Functional Requirements of IP PABX System  
(attach manufactures prospectus)**

1. Blind Transfer to Station
2. Call Waiting
3. Authorization Code
4. Last Number Redial
5. Call Forwarding – Internal/External
6. Music on Hold upload your own
7. Automated reply messaging during specific days or closing times (holidays, weekends, lunch breaks, and so on). The service may be programmed for any needs including local holidays, and unplanned holidays. The service allows the playing of audio files and can perform specific operations (for example: automated transfer of calls to another site, and so on).
8. Multi-language support
9. On-line help for users either at the phone device itself, or through a PC's browser.
10. Connection to local PSTN
11. Least cost routing
12. Emergency Calls
13. At least 45 concurrent calls with external parties
14. Direct extension dialing
15. Capability for each staff member to have their own voicemail box and extension
16. Automated Attendant

**5.3.4 Requirements – Standards and Openness**

**5.3.4.1** Support of third-party phones and end points.

**5.3.4.2** Support of other international or industry standards.

**5.3.5 Requirements – Call Accounting**

- i. Standard-based browser access to administrative interface
- ii. Support multiple carriers (minimum 5) for Least Cost Routing
- iii. Support all country destinations including discount rates applied by time of day and the day of week.
- iv. Departmental and Employee Chargeback.
- v. Generate reports based on any one of the following items or combination of more than one of the following items, as a minimum:
  - Extensions, for incoming and outgoing calls
  - Date and Time
  - Digits Dialed
  - Cost
  - Call Duration
- vi. Export from administrative Interface the Report Data in CSV format

### **5.3.6 Maintenance and Support**

- i. Operations support reachable via phone and email at least between 09:00 and 18:00 Monday to Friday local time.
- ii. Ensure continuity of providing technical support, maintenance and repair of IP PBX system and for telephones in Muhoroni.
- iii. Ensure yearly maintenance includes all costs for travel, spare parts and labor.
- iv. The equipment shall be guaranteed by the supplier against any design, material or manufacturing defect, for a period of minimum 24 months.
- v. Centralized interface for management and maintenance.
- vi. Online upgrades and updates
- vii. Extensive training material should be included for users, and technicians
- viii. Hands-on transfer of knowledge to ACFC technical personnel to ensure self-sufficiency.
- ix. Full remote administration using TCP/IP also via a standard-based browser.
- x. Alerts and Notifications via email.

## SECTION VI: TECHNICAL SPECIFICATIONS

### 6.1 PRELIMINARY REQUIREMENTS CHECKLIST (MANDATORY)

S/№.	Documents to be Submitted	Yes/No
1.	Copy of Valid Certificate of Registration/Incorporation	
2.	Copy of Valid Tax Compliance Certificate	
3.	Copy of Valid Current trade permit	
4.	Valid manufacturer's authorization letter	
5.	Original copy of tender security (bid bond) of value KShs.50,000.00	
6.	Dully Filled, Signed & Stamped Site Visit Clearance Certificate	
7.	Dully Filled, Signed & Stamped Confidential Business Questionnaire	
8.	Dully Filled, Signed & Stamped form of tender	
9.	Dully Filled, Signed & Stamped self-declaration form	

**Note:** Only bidders meeting the above mandatory requirements shall be considered for the next stage of evaluation.

### 6.2 PRELIMINARY TECHNICAL RESPONSIVENESS CHECKLIST- PHASE 2

**Note to Bidders:** The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to the requirements.

6.2.1 In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column "**comments**".

6.2.2 The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

6.2.3 Bidders shall use the following options to indicate the "**DEGREE OF SUPPORT OF COMPLIANCE**" their solution provides for each of items listed in this section:

**FS:** (Fully Supported) the application fully supports the requirement without any modifications.

**PS:** (Partially Supported) the application supports the requirement with use of a workaround.

**CR:** (Customization required) the application will be customized to meet the requirement(s).

**NS:** (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

6.2.4 Where customizations are required, clearly and comprehensively indicate the plan, design and/or approach to be undertaken to achieve the requirements.



- 6.2.5 A clause-by-clause commentary on the 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 is required.
- 6.2.6 For each specification, bidders are requested to provide a clear and concise explanation in the ‘**Comments**’ section or provide a cross-reference to where that explanation or supporting information can be found in other part of the technical proposal.
- 6.2.7 Please fill in the ‘**Bidder’s Response**’ column as appropriate to indicate one of the responses listed above for each item and add as many comments, diagrams, maps and/or screenshots in the ‘**Comments**’ column

### 6.3 MODULES TECHNICAL PROPOSAL

#### 6.3.1 IP PABX Proposed Solution

The tenderer is to design a solution of industry standard devices needed, utilizing ACFC’s existing infrastructure as much as possible in the proposed solution and must, on the minimum, comply with the following specifications.

Detail every requirement and identify whether you comply or don’t comply and indicate any exceptions.

<b>Minimum requirements Standard Basic IP Hard Phones</b>		
<b>Requirement</b>	<b>Bidder’s response</b>	<b>Comments</b>
Perfect for teleworkers, office workers and technical support staff		
User friendly		
Hands Free Answer / Speaker		
Hold Button		
Transfer Button		
Caller ID		
Volume Control Phone - microphone, speaker and ringer volume		
Message Waiting Indicator		
Headset Jack Standard 3.5mm		
Speed Dial		
Busy Lamp Field		
Two lines		
Integrated Power over Ethernet support		
SIP Support		
Minimum Two-line LCD display		
Minimum four flexible programmable keys		

<b>Minimum requirements specific operator console</b>		
<b>Requirement</b>	<b>Bidder’s response</b>	<b>Comments</b>
All features for Advanced IP Hard Phone (see above)		

Window based console alternative to traditional PBX console		
Feature –rich screen-based display that increases operator productivity, visibility and call handling capabilities.		
Scalable with ability to monitor calls and extensions single and multi-site.		
Allows operators and users to efficiently manage calls rather than simple answer phone calls.		
Presence, operator can see and monitor visual status of extensions including telephone system and absent message status		

<b>Minimum requirements Wireless Phones</b>		
<b>Requirement</b>	<b>Bidder's response</b>	<b>Comments</b>
Onsite robust mobile communication		
Maximum weight including batteries 130g		
Minimum Capacity up to 12 hours speech		
Minimum Capacity up to 120 hours standby		

<b>Functional Requirements – System</b>		
<b>Requirement</b>	<b>Bidder's response</b>	<b>Comments</b>
Blind Transfer to Station		
Call Waiting		
Authorization Code		
Last Number Redial		
Call Forwarding – Internal/External		
Class of Service		
Call Park Feature		
Call Pick-up Groups		
Hunt groups		
Music on Hold upload your own		
Automated reply messaging during specific days or closing times (holidays, weekends, lunch breaks, and so on). The service may be programmed for any needs including local holidays, and unplanned holidays. The service allows the playing of audio files and can perform specific operations (for example: automated transfer of calls to another site, and so on).		
Multi-language support		
On-line help for users either at the phone device itself, or through a PC's browser.		
Connection to local PSTN		
PSTN Fallback		
Unlimited VoIP Accounts		

Least cost routing		
Conference Bridges		
Emergency Calls		
At least 45 concurrent calls with external parties		
Full Number portability; means all ACFC phone numbers need to remain the same as today.		
Redundancy of moving parts		
Voice Mail system capable of supporting minimum 150 end users		
Capability for each staff member to have their own voicemail box and extension		
Direct extension dialing		
Minimum 15hours power backup capacity.		

<b>Requirements Standards and Openness</b>		
<b>Requirement</b>	<b>Bidder's response</b>	<b>Comments</b>
SIP is the "native" call-control protocol; that is, all IP calls set-up and features invoked and delivered via SIP, "out of the box" and without any extra costs		
Support of third party phones and end points		
Support of other international or industry standards		
Power back up minimum 15 hrs.		

<b>Requirements Call Accounting</b>		
<b>Requirement</b>	<b>Bidder's response</b>	<b>Comments</b>
Standard-based browser access to administrative interface		
Support multiple carriers (minimum 5) for Least Cost Routing		
Support all country destinations including discount rates applied by time of day and the day of week.		
Departmental and Employee Chargeback		
Generate reports based on any one of the following items or combination of more than one of the following items, as a minimum: <ul style="list-style-type: none"> <li>✓ Extensions, for incoming and outgoing calls</li> <li>✓ Date and Time</li> <li>✓ Digits Dialed</li> <li>✓ Cost</li> <li>✓ Call Duration</li> </ul>		
Export from administrative Interface the Report Data in CSV, PDF format		

<b>Maintenance and Support</b>		
<b>Requirement</b>	<b>Bidder's response</b>	<b>Comments</b>
Operations support reachable via phone and email at least between 09.00 and 18:00 Monday to Friday local time Turin Italy		
Ensure continuity of providing technical support, maintenance and repair of IP PBX system and for telephones in Muhoroni Kenya.		
Ensure adequate intervention within 4 hours in case of major faults between 9:00 until 18:00 Monday to Friday. A major fault is classified as: 10% or more of the whole ACFC telephones are not functioning.		
Ensure yearly maintenance includes all costs for travel, spare parts and labour.		
The equipment shall be guaranteed by the supplier against any design, material or manufacturing defect, for a period of minimum 24 months.		
Centralized interface for management and maintenance		
Online upgrades and updates		
Extensive training material should be included for users, and technicians		
Hands-on transfer of knowledge to ACFC System technical personnel to ensure self-sufficiency		
Full remote administration (using TCP/IP) also via a standard-based browser		
Alerts and Notifications via email and SNMP		
Real-Time System Resource Graphs		
Historical System Resource Graphs		

## **6.4 Infrastructure**

6.4.1 Describe the underlying operating system of your product and the measures that you will take to keep it secure. Please describe and include necessary security infrastructure including firewalls, etc. Please describe any necessary assessment of the security of the VOIP infrastructure to provide identification and remediation of security flaws to avoid attacks and prevent outages. Please include estimates of the frequency and mechanism of applying patches, etc.

6.4.2 Describe your solution to monitor the newly installed system.

## **6.5 Project**

6.5.1 Describe the project schedule timelines from the first stage of Surveys to the Closeout phase for this project. Charts can be additionally included.

6.5.2 Describe what documentation will be provided about the entire system for maintenance, troubleshooting, changing configurations and other necessary functions.

- 6.5.3 Describe the training material that will be included for users, and technicians, including the hands-on transfer of knowledge to ACFC System technical personnel to ensure self-sufficiency. Provide recommendations to the ACFC on resources needed to support the technology infrastructure and systems proposed including skills, roles, responsibilities organizational structure, required certifications or skill set.

## **6.6 Experience**

- 6.6.1 Provide at least three similar implementations/systems installed locally, Indicate implementation details, type of business and business size.
- 6.6.2 Describe your organization's IP Telephony and VOIP, and the resources that will be used on this project.

## **6.7 Service and Support**

- 6.7.1 Include a description for the warranties and the proposed service contract to support and maintain the proposed new system.
- 6.7.2 Include the expected end of life of the proposed system
- 6.7.3 Supply detailed service level agreements for the proposed solution.
- 6.7.4 Is the proposed PABX system has a local support?

## **6.8 Ease of Use**

- 6.8.1 Describe your system's management capabilities, with regards to entering/reconciling user moves, adds and changes:
- 6.8.2 The number of steps—screens, clicks, data entry elements—required to add a new user to the system.
- 6.8.3 Whether set-up of a user's phone is on the same screen, or within the same application, as set-up of that user's voicemail.
- 6.8.4 How administration of soft phones is different from IP hard phones.
- 6.8.5 What administration is needed, if any, when a user moves to a different office, and gets a different IP Hard phone set model.

## **6.9 Enhancements**

- 6.9.1 Please describe additional Features if available, detailing any additional software and/or hardware requirements necessary to implement these.

- Telecommuter
- Unified Messaging integration with Lotus Notes and Lotus Sametime
- Fax Support
- Videoconferencing support
- Web conferencing and collaboration
- Automated Attendant

## **6.10 Operating conditions**

- 6.10.1 The installation and equipment's supplied to be able to meet required international standards and be safe guarded from lightening. The temperatures vary between 25-37°C.

## **6.11 7.0 Document Submittal**

- 6.11.1 Relevant copies and manual to be submitted. Proper markings and termination details to be provided.

## **6.12 Other Requirements**

- i. Attach CVs of competent personnel for installation, commissioning and post-sales support
- ii. Provide a list of 3 corporate clients where you have implemented a PABX/IP Phones with some of the features outlined in this request. A letter of satisfaction from the customer or LPO/Job completion Certificate will be required as proof.
- iii. The work location is at Agro-Chemical & Food Company offices in Muhoroni. Training of relevant personnel on the key features is mandatory. Indicate the number of days required to install, commission, train relevant personnel.
- iv. Delivery is to the company Headquarter at Muhoroni
- v. Detailed product features and documentation
- vi. Vendor Authorization letter giving your company rights to sell and support the product (Partnership letter)
- vii. Provide a direction on services you are capable of providing to Agro-Chemical & Food Company in terms of telephony communication going forward in line with changing global trends and provide a recommendation.
- viii. Indicate clearly the model, device cost, availability/delivery period, payment terms and warranty
- ix. As part of the tender process, the company may be required to invite you for a demonstration at our company premises to showcase the salient features of your product.

## **6.13 Work, safety and personnel**

- 6.13.1 Fabricators /erectors shall have qualified personnel on site and all works shall adhere to specified standards provided by OSHA act 2007. Statutory insurance will be borne by suppliers.

## **6.14 Training**

- 6.14.1 Training of the ACFC maintenance personnel shall be done in-house by the suppliers.
- 6.14.2 Provide training program and areas to be covered during the training.

## **6.15 Warranty and Delivery period**

- 6.15.1 The supplier to state the delivery period and warranty period as requested and expected end of life the proposed PABX.

## **6.16 Payments**

- 6.16.1 The supplier shall receive payments as specified in the special conditions of contract.

## **6.17 Site Visit**

- 6.17.1 A site visit to the site at Muhoroni will be necessary and mandatory. The purpose of the site visit is to familiarize interested tenderers with the layout, while simultaneously providing an opportunity to ask questions.
- 6.17.2 Prospective bidders are invited for a mandatory site visit on Tuesday October 29, 2019 at 11.00am to verify details and scope of the tender prior to bidding. An ACFC's officer will be available on the said date to provide guidance and respond to queries raised.
- 6.17.3 Each prospective bidder to ensure the Site Visit Clearance Certificate is completed and signed by the ACFC's representative to evidence the site visit.

6.17.4	<b>Technical Evaluation Criteria</b>	
	<b>Parameter</b>	<b>Max. Score</b>
	Financial capacity – Attach audited financial accounts for the last 2 years (2017 & 2018): 2.5mks each = <b>5mks</b> . – Annual Turnover: above KShs.100million: <b>5mks</b> – Annual Turnover: KShs.75 < 100million: <b>3mks</b> – Annual Turnover: KShs.50 < 75million: <b>2mks</b> – Annual Turnover: below KShs.50million: <b>0mks</b>	10
	Evidence of access to financial resources – Bank statement for the last 12months: <b>5mks</b> – Bank reference letter: <b>5mks</b>	10
	Physical facilities – Physical premises (attach evidence of Ownership/Lease): <b>2mks</b> – Official email, phone numbers & Contact person: 1mk each = <b>3mks</b>	05
	Experience – Evidence of three executed assignments of similar nature: <b>9mks</b> – Proof of satisfactory implementation of IP-PABX at client sites of similar magnitude (attach at least three reference letters @2mks): <b>6mks</b>	15
	Years of Experience in IP-PABX – Up to three complete years: <b>5mks</b> – Up to two complete years: <b>3mks</b> – One complete year: <b>1mk</b>	05
	Qualification & experience profiles of managerial & key personnel – Company profile & Organogram: <b>5mks</b> – Management: A degree in Telecommunication or any ICT related field with at least 4yrs experience (attach CVs & Certificates): <b>5mks</b> – Management: at least a Diploma in Telecommunication or any ICT related field (attach CVs & Certificates): 2@3mks = <b>10mks</b>	20
	Details of the proposed product/solution with clearly marked diagrams & brochures	15
	Proposed Workplan & methodology	10
	Document Presentation – Well-organized & bound ( <b>5mks</b> ) – Well paginated/serialized including attachments ( <b>5mks</b> )	10
<b>TOTAL MARKS (Pass-Mark = 70%)</b>	<b>100</b>	
6.17.5	<b>Financial Evaluation</b> – Only firms meeting the minimum pass-mark of 70% marks at technical evaluation will be subjected to financial evaluation and the lowest responsive bidder will be recommended for the contract award.	

## SECTION VII: PRICE SCHEDULE

### 7.1 Price Breakdown

7.1.1 You are also required to provide the following price breakdown for all items listed.

7.1.2 The prices quoted within this table will form the basis of the Orders that will be issued under the framework contract or be used for internal administration purposes.

### 7.2 Table 1: Price Breakdown (ACFC Factory)

<b>Table 1: Price Breakdown (ACFC Factory)</b>	<b>Unit</b>	<b>Unit Price (KShs.)</b>	<b>TOTAL (KSHS.)</b>
Standard Basic IP DESK Phones (quantity: 100):			
Operator console/ (quantity: 2):			
Direct equipment costs IP PBX System requirements (excluding above listed telephones):			
Standby PABX power back up minimum 15 hrs.			
Labour, Transport, Installation of PABX			
Supply of LAN infrastructure/ cable/POE Switches and other accessories/wiring material at the factory			
Labor, Transport, Installation ( <b>ACFC Factory</b> ).			
Provision of Training:	Days		
Annual Maintenance and Support	Yearly		
Other Relevant costs (please Specify):			
<b>TOTAL</b>			

### 7.3 Table 2: Price Breakdown (ACFC Housing Estate)

<b>Table 2: Price Breakdown (ACFC Housing Estate)</b>	<b>Unit</b>	<b>Unit Price (KShs.)</b>	<b>TOTAL (KSHS)</b>
Wireless Phones (quantity: 20):			
Point to Point Wireless radio link or radio network via VOIP with a high speed of communication or any suitable point to point solution offered between factory and estate.			
Supply of Wireless LAN infrastructure other accessories and materials at the ACFC estate housing			
Labor, Transport, Installation ( <b>ACFC Estate</b> ).			
Provision of Training			
Annual Maintenance and Support			
Other Relevant costs (please Specify):			
<b>TOTAL</b>			



**7.4 Summary of costs**

<b>SUMMARY OF COSTS</b>	<b>Unit</b>	<b>Unit Price (KShs.)</b>	<b>TOTAL (KSHS)</b>
Table 1: Price Breakdown (ACFC Factory)			
Table 2: Price Breakdown (ACFC Estate)			
Other Relevant costs ( <i>please Specify</i> ):			
<b>TOTAL</b>			
Amount in words:			
_____			
_____			
_____			
<b>Note: <i>In case of discrepancy between unit price and total, the unit price shall prevail.</i></b>			

Name of Authorized official: \_\_\_\_\_ Signature: \_\_\_\_\_

Rubberstamp & Date: \_\_\_\_\_

**Note:** Prices quoted should be net inclusive of all taxes, must be in Kenya shillings, US Dollars, Euros or other freely convertible currency and shall remain valid for (120) days from the closing date of the tender.

## SECTION VII: STANDARD FORMS

### Notes on the standard Forms

1. **Form of TENDER:** This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Confidential Business Questionnaire Form:** This form must be completed by the tenderer and submitted with the tender documents.
3. **Self-Declaration Form:** This form must be completed by the tenderer and submitted with the tender documents.
4. **Site visit clearance certificate:** This form must be signed by both the procuring entity's and tenderer's representatives during the site visit. The signed form is to be submitted by the tenderer with the tender documents.
5. **Tender Security Form:** When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Contract Form:** This form SHALL NOT be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
7. **Performance security Form:** The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
8. **Bank Guarantee for Advance Payment Form:** When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
9. **Manufacturers Authorization Form:** When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent

**SECTION VII: 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 supply deliver, install and commission ..... *(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 applied to your type of business

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

<p><b>Part 1 – General:</b></p> <p>Business Name .....</p> <p>Location of business premises. ....</p> <p>Plot No..... Street/Road .....</p> <p>Postal Address ..... Tel No. .... Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – KShs. ....</p> <p>Name of your bankers ..... Branch .....</p>
---

<p><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <p>Citizenship details .....</p>																								
<p><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....				
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4. ....	.....	.....	.....																					
<p><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs. ....</p> <p>Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p>Date ..... Signature of Candidate .....</p>	Name	Nationality	Citizenship Details	Shares	1.....	.....	.....	.....	2.....	.....	.....	.....	3.....	.....	.....	.....	4.....	.....	.....	.....	5.....	.....	.....	.....
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5.....	.....	.....	.....																					

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

### 8.3 SELF-DECLARATION FORM

#### A. ANTI-CORRUPTION DECLARATION

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

Name: ..... Signature: ..... Date: .....

**Company Seal / Business Stamp**

---

#### B. ANTI-FRAUDULENT PRACTICE DECLARATION

We (*insert the name of the company / supplier*) ..... declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name: ..... Signature: ..... Date: .....

**Company Seal / Business Stamp**

---

#### C. NON - DEBARMENT DECLARATION

We (*insert the name of the company / supplier*) ..... declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name: ..... Signature: ..... Date: .....

**Company Seal / Business Stamp**

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## Agro-Chemical and Food Company Limited

### Site Visit Certificate

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**Tender No.** ACFC/50348/2019

**Tender Name:** Tender for the Supply, Installation, Training and Commissioning of a modern IP-PABX system at Agro Chemical & Food Company Limited in Muhoroni Township, Kisumu County

Bidder's name: \_\_\_\_\_

Email address: \_\_\_\_\_

This is to certify that above-named bidder/firm visited site and was shown the areas as required by this tender.

#### **ACFC Representative**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Tenderer's Representative**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**8.5 TENDER SECURITY FORM**

Whereas ..... [name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated..... [date of submission of tender] for the provision of ..... [name and/or description of the services] (hereinafter called "the Tenderer")

KNOW ALL PEOPLE by these presents that WE..... of.....having registered office at [name of procuring entity] (hereinafter called "the Bank")are bound unto..... [name of procuring entity](hereinafter called "the procuring entity") in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

## 8.6 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 has accepted a tender  
by the tenderer for the supply of those goods 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)*



**8.7 PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer] (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. ....[reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to supply..... [Description services] (Hereinafter called "the contract")

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of 2019

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**8.8 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]

**8.9 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 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.