



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

## **OPEN TENDER**

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### **TENDER DOCUMENT FOR THE PROVISION OF MEDICAL SERVICES 2020/21**

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**Tender No: ACFC/HR/01/2020-21**

**Agro Chemical and Food Company Limited**

P.O. Box 18 – 40107, Muhoroni

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

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

**FOR THE PERIOD JULY 1, 2020 TO JUNE 30, 2021**

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## SECTION I: INVITATION TO TENDER



# Agro-Chemical and Food Company Limited

## INVITATION TO TENDER

### TENDER NO. ACFC/HR/01/2020/21: PROVISION OF MEDICAL SERVICES (OPEN)

- 1.1 Agro-Chemical and Food Company Limited (ACFC) invites interested and competent bidders to apply for Provision of the services listed for initial period of one year starting **July 1, 2020** and ending **June 30, 2021** with provision for renewal for another one year subject to satisfactory performance.
- 1.2 Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below during normal working hours.

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

- 1.1 A complete set of tender documents may be obtained downloading free of charge from the Government Portal: [www.tenders.go.ke](http://www.tenders.go.ke) or the company's website: [www.acfc.co.ke](http://www.acfc.co.ke). Prospective bidders are also required to forward their particulars to [purchasing@acfc.co.ke](mailto:purchasing@acfc.co.ke) before the closing date for records and for the purposes of receiving any further clarifications and/or addendums.
- 1.2 Site visit is **OPTIONAL** during normal working hours (Monday to Friday as from 0800hrs to 1500hrs excluding public holidays)
- 1.3 Completed tender documents in plain sealed envelopes clearly marked with the appropriate **Tender Number & Name of service** applied for, and the words **"DO NOT OPEN BEFORE 21<sup>ST</sup> APRIL 2020 AT 12.30 P.M."** and be deposited in the tender box at the entrance to the main administration block at the Factory in Muhoroni or be addressed to:

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

So as to be received on or before **21<sup>st</sup> April 2020 at 12.30 p.m.**

- 1.4 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend the opening at the ACFC training centre at the factory in Muhoroni.

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

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

### **2.1 Eligible tenderers**

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed KShs. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i. Instructions to tenderers
  - ii. General Conditions of Contract
  - iii. Special Conditions of Contract
  - iv. Schedule of Requirements
  - v. Details of service
  - vi. Form of tender
  - vii. Price schedules
  - viii. Contract form

- ix. Confidential business questionnaire form
- x. Tender security form
- xi. Performance security form
- xii. Principal's or manufacturers authorization form
- xiii. Declaration form

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

## **2.4 Clarification of Documents**

2.4.1 A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

## **2.5 Amendment of documents**

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the

tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished is in accordance with Clause 2.12
- d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

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

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

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

## **2.10 Tender Currencies**

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

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

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

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

## 2.12 Tender Security

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

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

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

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

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

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

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

2.12.8 The tender security may be forfeited:

- a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

- b) In the case of a successful tenderer, *if* the tenderer fails:
  - i. to sign the contract in accordance with paragraph 30
  - or**
  - ii. to furnish performance security in accordance with paragraph 31.
- c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

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

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

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

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

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

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

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- a) be addressed to the Procuring entity at the address given in the invitation to tender



- b) bear, tender number and name in the invitation to tender and the words:  
**“DO NOT OPEN BEFORE 21<sup>ST</sup> APRIL 2020 AT 12.30 P.M.”**

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

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

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **21<sup>ST</sup> APRIL 2020 AT 12.30 P.M.**

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

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

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

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.30 hrs on 21<sup>st</sup> April 2020** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.19 Clarification of tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

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

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

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

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

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

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

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

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

a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

b) ***Deviation in payment schedule.***

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

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

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

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

**2.23 Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

**2.24 Award of Contract**

**a) Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of

the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### **b) Award Criteria**

2.24.4 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

#### **2.25 Notification of award**

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

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

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

#### **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

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

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

## **2.29 Site Visit**

2.29.1 Site Visit is **OPTIONAL** during official working hours and the tenderer is advised to visit and examine the site and its surroundings and obtain for him(her)self on his own responsibility, all information that may be necessary for preparing the tender. The costs of visiting the sites shall be the tenderers own responsibility.

2.29.2 Prospective bidders who wish to visit site **MUST** make prior arrangements with ACFC in order to be allocated an appropriate date and time for the visit. ACFC's representative will be available to guide the bidders on the agreed day.

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

| Instructions to Tenderers | Particulars of Appendix to Instructions to Tenderers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
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| 2.1                       | Particulars of eligible tenders: <b>Firms offering medical services registered in Kenya.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| 2.2.2                     | Price charged for tender documents: <b>KShs. 1,000 for those who purchase the tender document directly and free for those who download the document</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| 2.10                      | Particulars of other currencies allowed: <b>None</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| 2.11                      | Particulars of eligibility and qualifications documents of evidence required: <b>as specified in clause 2.22</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| 2.12.1                    | Particulars of tender security if applicable: <b>None</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| 2.12.4                    | Form of Tender Security: <b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| 2.13                      | Tender Validity: <b>120 days from tender opening date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| 2.14.1                    | Copies of tender documents to be submitted: <b>an original and one copy</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| 2.16.1                    | <p>Address of receiving tenders: completed tender documents should be deposited in the tender box provided at the entrance to the main administration block at the factory in Muhoroni or be addressed to:</p> <p style="text-align: center;"><b>The Resident Director &amp; Chief Executive<br/>Agro-Chemical and Food Company Ltd.<br/>P.O. Box 18 – 40107<br/>Muhoroni, Kenya</b></p> <p>Submission dateline: <b>Tuesday 21<sup>st</sup> April 2020 at 1230hrs.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| 2.16.3                    | Bulky tenders which will not fit in the tender box shall be delivered to the <b>Resident Director &amp; Chief Executive's office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| 2.18.                     | <p>Opening time: <b>at 12.30pm on Tuesday 21<sup>st</sup> April 2020</b></p> <p>Opening venue: <b>ACFC training centre at the factory in Muhoroni</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| 2.22                      | <p>Evaluation and comparison of tenders: the following evaluation criteria shall be applied notwithstanding any other requirement in the tender document.</p> <p style="padding-left: 40px;">a. Mandatory requirements</p> <p>The following requirements must be met by the tenderer</p> <table border="1" data-bbox="407 1472 1404 1894"> <thead> <tr> <th data-bbox="407 1472 488 1566">No.</th> <th data-bbox="488 1472 1195 1566">Requirements</th> <th data-bbox="1195 1472 1404 1566">Responsive/<br/>Non-Responsive</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 1566 488 1598">A1</td> <td data-bbox="488 1566 1195 1598">Certificate of Incorporation/Registration</td> <td data-bbox="1195 1566 1404 1598"></td> </tr> <tr> <td data-bbox="407 1598 488 1629">A2</td> <td data-bbox="488 1598 1195 1629">Must provide a Copy of Valid tax compliance certificate</td> <td data-bbox="1195 1598 1404 1629"></td> </tr> <tr> <td data-bbox="407 1629 488 1661">A3</td> <td data-bbox="488 1629 1195 1661">Must fill the price schedule in the format provided</td> <td data-bbox="1195 1629 1404 1661"></td> </tr> <tr> <td data-bbox="407 1661 488 1692">A4</td> <td data-bbox="488 1661 1195 1692">Must fill the form of tender in the format provided</td> <td data-bbox="1195 1661 1404 1692"></td> </tr> <tr> <td data-bbox="407 1692 488 1766">A5</td> <td data-bbox="488 1692 1195 1766">Must provide evidence of GPA/WIBA cover for employees and their agents</td> <td data-bbox="1195 1692 1404 1766"></td> </tr> <tr> <td data-bbox="407 1766 488 1829">A6</td> <td data-bbox="488 1766 1195 1829">Must submit duly filled up confidential business questionnaire in the format provided</td> <td data-bbox="1195 1766 1404 1829"></td> </tr> <tr> <td data-bbox="407 1829 488 1860">A7</td> <td data-bbox="488 1829 1195 1860">Must submit a copy of valid NHIF Compliance certificate</td> <td data-bbox="1195 1829 1404 1860"></td> </tr> <tr> <td data-bbox="407 1860 488 1894">A8</td> <td data-bbox="488 1860 1195 1894">Must submit a copy of valid NSSF Compliance certificate</td> <td data-bbox="1195 1860 1404 1894"></td> </tr> </tbody> </table> | No.                           | Requirements | Responsive/<br>Non-Responsive | A1 | Certificate of Incorporation/Registration |  | A2 | Must provide a Copy of Valid tax compliance certificate |  | A3 | Must fill the price schedule in the format provided |  | A4 | Must fill the form of tender in the format provided |  | A5 | Must provide evidence of GPA/WIBA cover for employees and their agents |  | A6 | Must submit duly filled up confidential business questionnaire in the format provided |  | A7 | Must submit a copy of valid NHIF Compliance certificate |  | A8 | Must submit a copy of valid NSSF Compliance certificate |  |
| No.                       | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Responsive/<br>Non-Responsive |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| A1                        | Certificate of Incorporation/Registration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| A2                        | Must provide a Copy of Valid tax compliance certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| A3                        | Must fill the price schedule in the format provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| A4                        | Must fill the form of tender in the format provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| A5                        | Must provide evidence of GPA/WIBA cover for employees and their agents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| A6                        | Must submit duly filled up confidential business questionnaire in the format provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| A7                        | Must submit a copy of valid NHIF Compliance certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |
| A8                        | Must submit a copy of valid NSSF Compliance certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |              |                               |    |                                           |  |    |                                                         |  |    |                                                     |  |    |                                                     |  |    |                                                                        |  |    |                                                                                       |  |    |                                                         |  |    |                                                         |  |

|                                                                                                                                                                                                                             |    |                                                                    |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------------------------------------------|--|
|                                                                                                                                                                                                                             | A9 | Operating License from the Medical Practitioners' & Dentists Board |  |
| <p><b>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further</b></p> |    |                                                                    |  |

| Instructions to Tenderers | Particulars of Appendix to Instructions to Tenderers                                 |                                                                                                                                                                          |                                                                                                                                                   |
|---------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | b. Technical score                                                                   |                                                                                                                                                                          |                                                                                                                                                   |
|                           | This section will be marked out of 100 points and will determine the technical score |                                                                                                                                                                          |                                                                                                                                                   |
|                           | <b>S/No.</b>                                                                         | <b>Evaluation Attribute</b>                                                                                                                                              | <b>Weighting Score</b>                                                                                                                            |
|                           | <b>Max. Score</b>                                                                    |                                                                                                                                                                          |                                                                                                                                                   |
|                           | A1                                                                                   | Submit organizational profile/structure clearly specifying at least five (5) key professional staff with their portfolio/tasks<br><i>(attach CVs &amp; certificates)</i> | Organizational profile <i>(5Mks)</i><br><br>Copies of CVs of five (5) key professional staff proposed for the assignment <i>(2Marks for each)</i> |
|                           | 15                                                                                   |                                                                                                                                                                          |                                                                                                                                                   |
|                           | A2                                                                                   | Details of relevant certifications and/or trainings for the organization<br><i>(attach evidence)</i>                                                                     | At least two (2)<br><i>(2½mks for each)</i>                                                                                                       |
|                           | 5                                                                                    |                                                                                                                                                                          |                                                                                                                                                   |
|                           | A3                                                                                   | Proof of Membership with Relevant Professional bodies for individual staff<br><i>(attach evidence)</i>                                                                   | Copies of certificates for the above five (5) members of staff<br><i>(2Marks for each)</i>                                                        |
|                           | 10                                                                                   |                                                                                                                                                                          |                                                                                                                                                   |
|                           | A4                                                                                   | Proof of fully functional medical & Laboratory facilities.                                                                                                               | Provide proof /to be confirmed on visit to tenderer's premises                                                                                    |
|                           | 5                                                                                    |                                                                                                                                                                          |                                                                                                                                                   |
|                           | A5                                                                                   | Detailed list and contact details of at least four (4) previous/ existing corporate clients accompanied with reference letters on official letterheads                   | List of details (2mks)<br>Reference letters (four letters each 2mks)                                                                              |
|                           | 10                                                                                   |                                                                                                                                                                          |                                                                                                                                                   |
|                           | A6                                                                                   | Two (2) years audited account statements (2017/18 -2018/19)                                                                                                              | (2Mk for each year)                                                                                                                               |
|                           | 4                                                                                    |                                                                                                                                                                          |                                                                                                                                                   |
|                           | A7                                                                                   | Annual turnover (10,000,000)                                                                                                                                             | Kshs.10,000,000 and above (5Mks)<br>Kshs.5,000,000 and above (3Mks)<br>Below Kshs.2,500,000 (2Mks)                                                |
|                           | 5                                                                                    |                                                                                                                                                                          |                                                                                                                                                   |
|                           | A8                                                                                   | Bank reference Letter/letter of credit                                                                                                                                   | Provide letter                                                                                                                                    |
|                           | 5                                                                                    |                                                                                                                                                                          |                                                                                                                                                   |
|                           | A9                                                                                   | Statement of compliance with the minimum wage guidelines from ministry of labour (attach genuine copies of payroll)                                                      | Statement of compliance from ministry (2Mks)<br>copy of payroll (3Mks)                                                                            |
|                           | 5                                                                                    |                                                                                                                                                                          |                                                                                                                                                   |
|                           | A10                                                                                  | Value of contractual obligation/indemnity cover (attach evidence)                                                                                                        | Adequacy of the value                                                                                                                             |
|                           | 10                                                                                   |                                                                                                                                                                          |                                                                                                                                                   |



|                                                                                                                                                                                                                                 |                                                                                                                     |                                                                             |                                                                                    |     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----|
|                                                                                                                                                                                                                                 | A11                                                                                                                 | Fully stocked Pharmacy licensed by the Pharmacy and Poisons Board           | Provide proof /to be confirmed on visit to tenderer's premises                     | 10  |
|                                                                                                                                                                                                                                 | A12                                                                                                                 | Functional medical equipment & instruments                                  | Provide proof /to be confirmed on visit to tenderer's premises                     | 5   |
|                                                                                                                                                                                                                                 | A13                                                                                                                 | Staff welfare (evidence of staff trainings, medical cover, GPA/WIBA covers) | Copy of GPA/WIBA cover (3mks)<br>Any other staff welfare facility/programme (3mks) | 6   |
|                                                                                                                                                                                                                                 | A14                                                                                                                 | Document presentation                                                       | Well organized, bound & paginated                                                  | 5   |
|                                                                                                                                                                                                                                 | <b>TOTAL</b>                                                                                                        |                                                                             |                                                                                    | 100 |
| <p><b>Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.</b></p> |                                                                                                                     |                                                                             |                                                                                    |     |
| 2.24                                                                                                                                                                                                                            | Particulars of post-qualification if applicable: <b>ACFC may inspect the tenderers' premises to confirm details</b> |                                                                             |                                                                                    |     |
| 2.7                                                                                                                                                                                                                             | Particulars of performance security if applicable: <b>2.5% of contract sum</b>                                      |                                                                             |                                                                                    |     |
| Others as necessary                                                                                                                                                                                                             | Complete as necessary                                                                                               |                                                                             |                                                                                    |     |

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

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.4 Patent Right's**

- 3.4.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.5 Performance Security**

- 3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### 3.6 **Inspections and Tests**

3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

### 3.7 **Payment**

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

### 3.8 **Prices**

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

### **3.9 Assignment**

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

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

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

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

### **3.11 Termination of insolvency**

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

### **3.12 Termination for convenience**

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

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

### 3.13 **Resolution of disputes**

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

3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### 3.14 **Governing Language**

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

### 3.15 **Force Majeure**

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

### 3.16 **Applicable Law.**

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

### 3.17 **Notices**

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

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

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

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

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

### **5.1 STANDARDS**

#### **5.1.1 SERVICES**

ACFC intends to contract a professional medical facility to provide comprehensive medical services as specified in the Description of Services for a contract period of one year

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

Tentatively, the Contractor will be expected to provide medical services on a twenty-four (24) hour daily basis all through the contract period.

#### **5.1.3 EQUIPMENT AND INSTRUMENTS**

The Contractor will be expected to use own equipment and instruments in providing effective and efficient medical services, maintain a well-equipped clinical laboratory and provide quality medication to ensure efficient and uninterrupted performance of duty.

#### **5.1.4 STAFF**

5.1.5 The Contractor will be expected to deploy one (1) medical doctor, two (2) clinical officers and one (1) laboratory technician with not more than three (3) of them being of the same gender.

#### **5.1.6 UNIFORM AND BADGES**

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

#### **5.1.8 TERMS AND CONDITIONS OF EMPLOYMENT**

5.1.9 **Wages paid to employees to be deployed must conform to the Ministry of Labour Guidelines on Minimum wages and all other terms and conditions of employment stipulated in the Labour Laws of Kenya. ACFC will be at liberty to confirm compliance to this from whatever source.**

#### **5.1.10 GENERAL**

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

Aged between 21 and 55 years

### **Vetting**

The successful contractor should have thorough knowledge of employees' background and must provide valid registration certificates with relevant professional bodies before engagement

### **Adequate Personnel**

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

## **5.2 MANDATORY REQUIREMENTS FOR BIDDING**

- 5.2.1 Duly completed confidential business questionnaire
- 5.2.2 A copy of Certificate of incorporation/registration.
- 5.2.3 Current Tax Compliance Certificate.
- 5.2.4 Value Added Tax (VAT) certificates.
- 5.2.5 Current Single Business Permit from relevant county.
- 5.2.6 Valid NSSF & NHIF compliance certificates
- 5.2.7 Valid Work Injury Benefit (WIBA) Policy/Group Personal Accident (GPA) policy
- 5.2.8 Valid copy of Contractual Liability Insurance Policy cover
- 5.2.9 Certificate of registration with AGPO from the National treasury for those registered as disadvantaged groups (youth, women and people with disabilities)
- 5.2.10 Copy of Form CR/12 from the Registrar of Companies listing the directors and shareholders of the company and details of their shareholding
- 5.2.11 Evidence of Physical Address and premises. (Attach copies of utility bills e.g. electricity/water or lease agreement/title deed). ACFC may visit the premises to ascertain existence and capability to deliver the services applied for.
- 5.2.12 A signed statement that the firm or any of its Directors or Officers have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three years preceding the commencement of procurement proceedings.
- 5.2.13 Annual turnover of KShs. 4,000,000 supported by certified copies of Audited accounts for the last two (2) years for firms that have been in operations for more than two years or Certified Management Accounts by a Certified Accountant, and Certified Bank Statements for the last six months for businesses that have been in operation for less than two years.
- 5.2.14 Certified extract of payroll to demonstrate compliance with minimum wage guidelines.
- 5.2.15 The applicant shall submit documents that are current and valid. All documents submitted as copies shall be certified as true copies of originals.



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

### **6.1 Scope**

- 6.1.1 Offer medical treatment to employees and their family members at Company Dispensary.
- 6.1.2 Purchase and dispense wholesome drugs
- 6.1.3 Provide functional equipment/instruments necessary for offering effective and efficient treatment.
- 6.1.4 Engage one qualified medical doctor
- 6.1.5 Engage two qualified Clinical Officers and one Laboratory Technician.
- 6.1.6 Operate a well-equipped Clinical Laboratory for diagnosing common illnesses.
- 6.1.7 Should be able to operate the clinic 24/7 basis.
- 6.1.8 Should operate a fully-fledged Employee Wellness Centre where the following services shall be available:
  - (a). Voluntary Counseling and Testing (VCT)
  - (b). Lifestyle ailments management
  - (c). Nutritional counseling
  - (d). Family planning counseling services
  - (e). Sexually Transmitted Infections (STI) prevention management
  - (f). Family and psychological counseling
  - (g). Health Information Centre
  - (h). Youth Outreach
  - (i). Immunization.
  - (j). Alcohol and Drug Abuse Counselling (ADA).

### **6.2 Requirement for bidding:**

- 6.2.1 Certified copy of a degree in medicine i.e. M.B.B.S., M.B.Ch.B or M.D.
- 6.2.2 Certified copy of Practitioners & Dentists Board registration certificates.
- 6.2.3 Certified copy of license for private medical practice from Medical practitioners and Dentists Board.
- 6.2.4 Certified copy of Kenya Medical Association Membership.

### **6.3 Threshold to be specified in the tender document:**

- 2.3.1 Physical registered office address.
- 2.3.2 CV's of key professional and technical personnel.
- 2.3.3 Turnover of KShs. 10,000,000 supported by Audited Accounts for the last three (3) years.
- 2.3.4 Recommendations from at least four (4) past/existing co-operate bodies.

#### **6.4 Other Considerations:**

- (a) Should have at least 5 years proven experience in running Private/Mission hospital.
- (b) Should provide at least four reputable corporate referees.
- (c) The Clinical Officers & Laboratory Technician should possess relevant qualifications recognized by Medical Practitioners & Dentists Board.
- (d) Working hours should be on 24-hour basis.
- (e) Doctor/staff must reside in ACFC premises.
- (f) The Service Provider shall be required to maintain a well-equipped modern laboratory.
- (g) The Company will provide a 3-bedroomed house with other facilities, i.e. water and electricity on chargeable basis.
- (h) The Service Provider will engage registered pharmacists/or enrolled pharmaceutical technologists.
- (i) The Service Provider should arrange insurance cover for his/her employees against injury/accident.
- (j) The medical doctor to be visiting the company dispensary on Mondays, Wednesdays and Fridays either from 8.30am to 12.00 pm or 12.00pm to 4.00pm and/or during emergencies.
- (k) Other terms and conditions to be set in the contract.

## SECTION VII: STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender:**  
The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form:**  
The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form:**  
The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form:**  
This form must be completed by the tenderer and submitted with the tender documents.
5. **Format of Tender Security Instrument:**  
When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
6. **Performance security Form:**  
The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **List of Clients:**
8. The form is to be filled in the format provided
9. **List of clients**  
This form must be completed by the tenderer and submitted with the tender documents. It is to be accompanied with the relevant reference letters.
10. **Self-Declaration Form**  
This form must be completed by the tenderer and submitted with the tender documents.

## 7.1 FORM OF TENDER

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

Dear Sir,

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

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

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

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

We agree to abide by this tender for a period of **120** days from the date fixed for  
tender opening under clause 2.13 of the Instructions to Tenderers, and it shall remain  
binding upon us and may be accepted at any time before the expiration of the period.

Until a formal contract is prepared and executed, this Tender, together with your  
written acceptance thereof and your notification of award, shall constitute a binding  
contract between us.

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

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

We certify that we comply with the eligibility requirements as per clause 2.1.3 of the tender  
documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

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

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

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

## 7.2 PRICE SCHEDULE OF SERVICES

All the Tenderers should give charges on the following areas:

1. Consultation fee
2. Supply of drugs/dressing
3. Pathological investigations to be carried out, if required

**NB: Based on the above charges, the tenderer should quote the average rate/price per patient per visit given that about 1000 patients will be attended to per month.**

### 7.3 CONTRACT FORM

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

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..... [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of ..... [contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. the Tender Form and the Price Schedule submitted by the tenderer;
  - b. the Schedule of Requirements;
  - c. the Technical Specifications;
  - d. the General Conditions of Contract;
  - e. the Special Conditions of Contract; and
  - f. the Procuring Entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

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

## 7.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applies to your form of business. You are advised that it is a serious offence to give false information on this form.

### Part 1 General

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

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

**7.5 PERFORMANCE SECURITY FORM**

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

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [*amount of the guarantee in words and figures*],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [*amount of guarantee*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*



## 7.7 LIST OF CLIENTS

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

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

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

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

**7.8 SELF-DECLARATION FORM**

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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

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

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

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