



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

## **OPEN TENDER**

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### **DISPOSAL OF BOARDED ASSETS, SCRAP ITEMS AND UNSERVICEABLE STORES**

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**ACFC/SCM/DC/01/2020**

**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)

**June 2020**

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## Agro-Chemical and Food Company Limited

### INVITATION TO TENDER

**Tender No.: ACFC/SCM/DC/01/2020**

**Tender Name: DISPOSAL OF BOARDED ASSETS, SCRAP ITEMS AND UNSERVICEABLE STORES**

- 1.1 Agro Chemical and Food Company Limited invites sealed tenders from eligible candidates to purchase for disposal of boarded assets, scrap items and unserviceable stores whose specifications are detailed in the Tender Document.
- 1.2 Interested eligible candidates may obtain further information from and inspect the items at the address below during normal working hours.
  - The Supply Chain Manager at Muhoroni Factory -Phone: 0722-205448 and 0734-242871; email: [purchasing@acfc.co.ke](mailto:purchasing@acfc.co.ke)
- 1.3 Bidders may download the tender documents from the PPIP Portal [www.tenders.go.ke](http://www.tenders.go.ke) or the company's website: [www.acfc.co.ke](http://www.acfc.co.ke) free of charge.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name, and deposited in the Tender Box at the entrance to the main administration block at the Factory in Muhoroni or addressed to:

**The Resident Director & Chief Executive  
Agro Chemical & Food Company Limited  
P.O. Box 18 – 40107 Muhoroni**

so as to be received on or before **July 14, 2020** at **1230hrs.**

- 1.5 Prices quoted should be net, must be in Kenya Shillings and shall remain valid for 60 days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend.

Philip O. Oduyo

**For: RESIDENT DIRECTOR  
& CHIEF EXECUTIVE**

## **SECTION II - INSTRUCTION TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to everyone.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices
- 2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 166 of the Act.

### **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 The Tender Document**

- 2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - i. Invitation to tender
  - ii. Instructions to tenderers
  - iii. Schedule of items and price
  - iv. Conditions of Tender
  - v. Form of tender
  - vi. Confidential Business questionnaire Form
  - vii. Tender Commitment Declaration Form
- 2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

### **2.4. Clarification of Documents**

- 2.4.1 A prospective tenderer requiring any clarification of the tender document may contact ACFC through [purchasing@acfc.co.ke](mailto:purchasing@acfc.co.ke).
- 2.4.2 ACFC will respond (within three days of receiving) in writing to any such request which it receives not later than **three (3) days prior to July 14, 2020**.
- 2.4.3 Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

## **2.5 Amendment of Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment through mail and 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 Tender Prices and Currencies**

- 2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract.
- 2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.6.3 The Price quoted shall be in Kenya Shillings.

## **2.7 Tender deposit**

- 2.7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices.
- 2.7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the bid for the item.

- 2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.7.4 The successful Tenderer's tender deposit will be credited to his bid price so that it forms part of the amount of the bid and the tender will be required to pay the bid price less the deposit security.
- 2.7.5 The tender deposit may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.
  - (b) in the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.

## **2.8 Validity of Tenders**

- 2.8.1 Tenders shall remain valid for 60 days after date of tender opening. Tenders valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.8.2 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.

## **2.9 Viewing of Tender Items**

- 2.9.1 Prospective bidders are advised to view the items, stores/equipment in liaison with the procuring entity before they bid. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on "**AS IS WHERE IS CONDITION**" and the conditions of the items are not warranted by the seller.

## **2.10 Sealing and Marking of Tenders**

- 2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and "**DO NOT OPEN BEFORE JULY 14, 2020 AT 1230HRS.**"

## **2.11 Deadline for Submission of Tenders is July 14, 2020 at 1230hrs.**

- 2.11.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. in which case, all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2.12 Modifications and Withdrawals of Tenders**

## **2.12.1 Modification of tenders**

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

2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.10.1. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

## **2.12.2 Withdrawals and tenders**

2.12.2.1 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.

## **2.13 Opening of Tenders**

2.13.2 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend the opening on **July 14, 2020** at **1230hrs** in the ACFC Training Centre at the Factory in Muhoroni.

2.13.3 The tenderers or representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.14 Clarification of tenders**

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

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

## **2.15 Evaluation and Comparison of Tenders**

2.15.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination, a tender that will be determined to be substantially non-responsive, will be rejected by the procuring entity.

2.15.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive.

2.15.3 The tender evaluation committee shall evaluate the bids within thirty (30) days of the validity period from the date of opening the tender.

## **2.16 Award Criteria**

2.16.1 The Procuring entity will award the items to the successful bidder(s) whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated tender, subject to the reserve price.

## **2.17 Notification of Award**

2.17.2 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.

2.17.3 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

## **2.18 Contacting the Procuring entity**

2.18.1 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.

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



**SECTION III - SCHEDULE OF TERMS AND PRICES**

S/No	ITEM DESCRIPTION	UoM	QTY	Reserve Price	Deposit Required (KShs)	Unit Price (Kshs)	Total Price (Kshs)
DC01	<p><b>ISUZU FSR33 LORRY (Cabin &amp; Chassis only)</b>                      Reg. No. KBB 511S                      Body: LORRY/TRUCK                      Engine Capacity: 7200                      Load Capacity: 7200                      Fuel: Diesel                      Year of Manufacture: 2008                      Status: Running, Ready for use &amp; Serviceable</p>	Nos	1	1,300,000	10% of Bid Price		
DC02	<p><b>Cylindrical carbon steel Tank</b>  <b>Capacity:</b> 40,000litres  <b>Design:</b> Cylindrical tank with hemispherical dish ends  <b>Accessories:</b> c/w manholes, inlet &amp; outlet nozzles and steel plinth supports.  <b>Material of Construction:</b> Carbon steel  <b>Status:</b> Serviceable</p>	Nos	1	Highest Bidder			
DC03	<p><b>Steam Calendar Dryer Machine</b>                      Complete steam calendar dryer machine complete with dryer roller and fitting headstocks and with screw conveyor (all in disassembled state)                      Status: Serviceable</p>	Nos	1	Highest Bidder			
DC04	Scrap Metal (Mild Steel)	Kg	Several	Highest Bidder			
DC05	Scrap Metal (Aluminum)	Kg	Several	Highest Bidder			
DC06	Scrap Metal (Cast iron)	Kg	Several	Highest Bidder			
DC07	Scrap Metal (Stainless Steel)	Kg	Several	Highest Bidder			
DC08	Scrap Metal (Copper)	Kg	Several	Highest Bidder			
DC09	Assorted Plastic	Kg	Several	Highest Bidder			
DC10	Broken Glasses	Kg	Several	Highest Bidder			
DC11	Damaged/Unserviceable water tank	Nos	1	Highest Bidder			

DC12	Ups 1500/1000VA	Nos	4	Highest Bidder			
DC13	Ups 15KVA	Nos	1	Highest Bidder			
DC14	UPS 7.5KVA	Nos	1	Highest Bidder			
DC15	UPS 3KVA	Nos	4	Highest Bidder			
DC16	UPS 3000/2200VA	Nos	2	Highest Bidder			
DC17	UPS 650VA	Nos	1	Highest Bidder			
DC18	UPS 11KVA Complete with Battery	Nos	1	Highest Bidder			
DC19	V.S.D (110KW) From A.D.Y Blower	Nos	1	Highest Bidder			
DC20	V.S.D (30KW) From Boiler 1	Nos	1	Highest Bidder			
DC21	V.S.D -Make Danfoss	Nos	1	Highest Bidder			
DC22	Flood light 400W	Nos	7	Highest Bidder			
DC23	Flood light 250W	Nos	22	Highest Bidder			
DC24	L.E.D Fittings	Nos	13	Highest Bidder			
DC25	Roadside fittings 250W	Nos	34	Highest Bidder			
DC26	L.E.D Cobra fitting	Nos	1	Highest Bidder			
DC27	4Feet fluorescent fitting and parts	Nos	180	Highest Bidder			
DC28	2 Feet fluorescent fitting	Nos	10	Highest Bidder			
DC29	Mercury suspended fitting	Nos	1	Highest Bidder			
DC30	Contactors (different types)	Nos	70	Highest Bidder			
DC31	CB'S & MCCB'S (different types)	Nos	26	Highest Bidder			
DC32	1250A MCCB	Nos	1	Highest Bidder			
DC33	Instant shower unit	Nos	11	Highest Bidder			
DC34	Capacitors 25KVA & others	Nos	76	Highest Bidder			
DC35	Ball bearings (different sizes)	Nos	148	Highest Bidder			
DC36	AVS-26A	Nos	1	Highest Bidder			
DC37	Analog energy meter	Nos	2	Highest Bidder			
DC38	Digital energy meter	Nos	1	Highest Bidder			
DC39	Round type lamb fittings	Nos	20	Highest Bidder			
DC40	Filters oil, fuel, water	Nos	112	Highest Bidder			
DC41	Electric cooker	Nos	2	Highest Bidder			
DC42	Centrifugal machine(small)	Nos	1	Highest Bidder			
DC43	Square 2feet fluorescent fitting	Nos	18	Highest Bidder			

DC44	UPS Battery	Nos	9	Highest Bidder			
DC45	Over-load relays (different sizes)	Nos	51	Highest Bidder			
DC46	Switch gears, contactors, switched fuses, chokes, Cylinder heads, crank shaft & various types of electrical accessories	Kgs	480	Highest Bidder			
DC47	Fridges	Nos	6	Highest Bidder			
DC48	PABX Machine (Phillips 9504 d40 48110)	Nos	1	Highest Bidder			
DC49	BENCH GRINDER	Nos	1	Highest Bidder			
DC50	Xerox Workcentre Pro 428	Nos		Serviceable			
DC51	Monitors dell	Nos	8	Highest Bidder			
DC52	Monitors Printers Hp	Nos	6	Highest Bidder			
DC53	Monitors Lenovo	Nos	3	Highest Bidder			
DC54	Server IBM System X	Nos	1	Highest Bidder			
DC55	Computer accessories Ups	Nos	29	Highest Bidder			
DC56	Used UPS Batteries	Nos	50	Highest Bidder			
DC57	Keyboards	Nos	25	Highest Bidder			
DC58	CD Drives	Nos	4	Highest Bidder			
DC59	Franking Machine	Nos	1	Highest Bidder			
DC60	Scanner	Nos	1	Highest Bidder			
DC61	Laminating Machine	Nos	1	Highest Bidder			
DC62	Duplicating Machine	Nos	2	Highest Bidder			
DC63	Printers HP Deskjet 1280	Nos	1	Highest Bidder			
DC64	Printers HP LaserJet p2055d	Nos	3	Highest Bidder			
DC65	Printers Epson Lx-300+	Nos	1	Highest Bidder			
DC66	Printers Hp LaserJet p2015dn	Nos	1	Highest Bidder			
DC67	Printers HP Officejet pro800	Nos	3	Highest Bidder			
DC68	Printers Epson LQ 690	Nos	2	Highest Bidder			
DC69	Printers HP LaserJet 1300	Nos	2	Highest Bidder			
DC70	Printers Epson DFX-9000	Nos	1	Highest Bidder			
DC71	Printers HP Officejet K7103	Nos	1	Highest Bidder			
DC72	Computer Lenovo ThinkCentre	Nos	1	Highest Bidder			
DC73	HP Compaq computers	Nos	2	Highest Bidder			
DC74	OptiPlex GX 620 computers	Nos	2	Highest Bidder			

DC75	HP COMPAQDX 2300computers	Nos	2	Highest Bidder			
DC76	HP Compaq 2200	Nos	2	Highest Bidder			
DC77	Dell computer	Nos	1	Highest Bidder			
DC78	HPcompaq6000pro	Nos	1	Highest Bidder			
DC79	Dell cx305p-00 computers	Nos	2	Highest Bidder			
DC80	HP SNPRC-0405	Nos	1	Highest Bidder			
DC81	HP CB092-64001 computers.	Nos	2	Highest Bidder			
DC82	Broken bottles	Nos	1	Highest Bidder			
DC83	Broken pipes	Nos		Highest Bidder			
DC84	Rollers	Nos	2	Highest Bidder			
DC85	Sides stands for roller	Nos	2	Highest Bidder			
DC86	Black Pipes	Nos	28	Highest Bidder			

Authorized official \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

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

## **SECTION IV - CONDITIONS OF TENDER**

- 4.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as he/she wishes.
- 4.2 Tenderers who will be awarded contracts will be required to pay for the items after 7 days and not later than 21 days failure to which the award will be cancelled without any further reference. If there is an administrative review, the review procedures shall be followed.
- 4.3 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the payment failure to which storage charges will be charged at the rates to be determined by ACFC.
- 4.4 Items tendered for below the reserve price may be retained by the procuring entity.

**SECTION V - STANDARD FORMS**

**5.1 Form of Tender**

Date: \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: .....  
.....  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ....*[insert numbers]*. The receipt of which is hereby duly acknowledged, we the undersigned, offer to purchase and collect all the items offered to us in conformity with the said tender documents for the sum of .....*[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the tender.
3. We agree to abide by the tender for a period of ...*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the highest or any tender that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

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

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

## 5.2 Confidential Business Questionnaire Form

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business.

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

<p>Part 1 – General</p> <p>Business Name .....</p> <p>Location of business Premises .....</p> <p>Plot No. .... Street/Road .....</p> <p>Postal Address ..... Tel No. ....</p> <p>Nature of business .....</p> <p>Current Trade License No. .... Expiring date .....</p> <p>Maximum value of business which you can handle at any one time Kshs .....</p> <p>Name of your bankers ..... Branch .....</p>																															
	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your Name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <p>* Citizenship details .....</p>																														
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>1</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	1	.....	.....	.....	.....	2	.....	.....	.....	.....	3	.....	.....	.....	.....					
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	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company –</p> <p style="padding-left: 20px;">Nominal Kshs.</p> <p style="padding-left: 20px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....	5.	.....	.....	.....	.....
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5.	.....	.....	.....	.....																											
<p>Date ..... Seal/Signature of Candidate .....</p> <p>.....</p>																															

**5.3 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**