



KENYA ORDNANCE FACTORIES CORPORATION

P.O BOX 6634 – 30100

ELDORET

OPEN TENDER DOCUMENT

FOR

**PROPOSED DESIGN, CONSTRUCTION,
SUPPLY,INSTALLATION, TESTING AND COMMISSIONING OF
GRAIN INTAKE, CLEANING, DRYING, STORAGE,
BAGGINGAND PACKAGING PLANT**

FIRM'S DETAILS

NAME.....

P O BOX

TEL NO:

EMAIL ADDRESS.....

SIGNATURE:

STAMP.....

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all qualified tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender document.
- 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 section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Ksh 5,000.00 (Not applicable in tender)

2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4 Contents of Tender Document

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

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

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

2.5 Clarification of Tender Documents

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

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

2.6 Amendment of Tender Documents

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

2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components.

(a) Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b) Documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) Tender security furnished in accordance with paragraph 2.14

(e) Confidential Business Questionnaire

2.9 Tender Form

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

2.10 Tender Prices

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

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

(i) The price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(ii) Charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

(ii) Installation charges shall also be indicated separately for each equipment

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

(a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and

(b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.

(c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

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

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

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

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

2.13 Goods Eligibility and Conformity to Tender Document

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

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

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

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

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

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

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

(b) in the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.27

or

(ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenderers shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.16 **Format and Signing of Tender**

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

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

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

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and 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.

2.17.2 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 for Tenders and the words, "DO NOT OPEN BEFORE," (*day, date and time of closing*)

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (*day, date and time of closing*).

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 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.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*the time, on the date*) and in the following location.

(*Address of the procuring entity*)

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 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 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 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

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

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

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

2.28 Notification of Award

2.28.1 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.

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

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

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 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.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

| INSTRUCTIONS TO TENDERERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDER | |
|-------------------------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1.1 | Kenya firm with NCA 6 or Above | |
| 2.14.1 | Bid Security of Kshs. Valid for 30 days after opening and from PPRA authorized financial institution. | |
| 2.18.1 | Wednesday, 12 May 2021 at 10:00am | |
| 2.20.1 | As in 2.18.1 above | |
| MANDATORY REQUIREMENT | | |
| | No | REQUIREMENT |
| | M1 | Must attach Certificate of Incorporation or Business Name |
| | M2 | Must Attach Bid Security of valid for 30days after opening and from PPRA authorized financial institution. |
| | M3 | Must be registered as Building Contractor by National Construction Authority (NCA) Category 6 or ABOVE |
| | M4 | Must attach a duly signed original statement by the manufacturer indicating that:- i) The Tenderer is authorized to offer and supply goods that are manufactured by the manufacturer. |

| TECHNICAL EVALUATION CRITERIA | | |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| REQUIREMENT | REQUIRED REFERENCE TO BE SUBMITTED IN TENDERING FORMS FROM TENDER FOR EVALUATION AS INDICATED IN THE DOCUMENT. | MAX SCORE |
| Equipment holding | Proof of ownership or lease agreement and not hire of the following equipment: <ul style="list-style-type: none"> (i) Tippers (2 Marks) (ii) Rollers (2 Marks) (iii) Graders (2 Marks) (iv) Concrete Mixer (2 Marks) (v) Excavator (2 Marks) (vi) Bitumen pressure distributor (2 Marks) (vii) Water bowser (2 Marks) (attach Logbooks or lease agreement) | 14 |
| Key Staff | <ul style="list-style-type: none"> (i) Director having management experience of at least five years of similar works and magnitude. (1 Mark per year) (Attach CV and Qualification Documents) (ii) At least one Technical staff holding Degree in the following specialization: <ul style="list-style-type: none"> (a) Architecture (1Mark) (b) Quantity Survey (1Mark) (c) Structural/Civil Engineering (1Mark) (d) Mechanical Engineering (1Mark) (e) Electrical Engineering (1Mark) (attach C.V and Qualification Documents Showing Experience in the similar works) (iii) At least one Technical staff holding Degree in mechanical Plant Engineering field with 5 years experience of similar works and magnitude (1 mark per year) (attach C.V and Qualification Documents) (iv) At least three personnel holding Diploma in the following fields with 5 years minimum experience: <ul style="list-style-type: none"> (a) Site Agent 5 Marks | 25 |

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | <p>(b) Plant Supervisor 5 Marks payments received for contracts in progress or completed, within the last two (2) years (5 Marks)</p> <p>(v) Provide letter of credit from any commercial bank in Kenya as proof of their readiness to facilitate your firm financially (5 Marks)</p> | |
| Work schedule | <ul style="list-style-type: none"> • Proposal work progress charts showing payment schedule of not more than Kshs. 10,000,000.00 per month. (5 Marks) • Proposal cash flow plan showing financial capacity to fund the project to the tune of not more than Kshs. 10,000,000.00 per month prior to request for certificate. (5 Marks) | 10 |
| Work safety management | <ul style="list-style-type: none"> • Attach proposal of Worker safety plan (4 Marks) • Attach proposal of Accident prevention measures (4 Marks) | 8 |
| | TOTAL | 100 |
| <u>RECOMMENDATION</u> | | |
| The bidder who score 70% or above qualify to final stage. | | |
| <u>FINANCIAL CRITERIA</u> | | |
| Shall be comparison of the tender sum of all the bidders who have qualified in Technical Stage. | | |
| A price comparison for responsive bidders shall be carried out with the lowest responsive bidder recommended for award. | | |
| STAGE THREE: POST QUALIFICATION | | |
| This shall be done by visiting the premises and previous projects site to assess the actual qualification of the proposed lowest evaluated bidder. Any bidder who qualifies but not satisfy the observation of the evaluation team during the Post qualification will be disqualified and second bidder shall be considered. | | |
| 2.29.1 | | |
| <i>The performance Bond of 5% of the Tender sum to be submitted within 30days after Notification of Award</i> | | |

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

(a)"The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b)"The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c)"The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d)"The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country.

3.7 Performance Security

3.7.1 Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract."

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of:

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

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not late than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

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

3.15. Subcontracts

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

3.16. Termination for Default

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

(a) if the tenderer fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

(b) if the tenderer fails to perform any other obligation(s) under the Contract.

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17. Termination for convenience

3.17.1 The Procuring entity may by written notice sent to the tenderer terminate the contract in whole or in part, at any time of convenience. The notice of termination shall specify that the termination is for Procurement entity's convenience, the extent to which performance of the tenderer of the contract is terminated and the date on which such termination becomes effective.

3.17.2 For the remaining part of the contract after termination the Procurement entity may elect to cancel the services and pay to the tenderer an agreed amount for partially completed services.

3.18. Liquidated Damages

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

3.19. Resolution of Disputes

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

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

3.20. Language and Law

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

3.21. Force Majeure

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

3.22 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 The provisions of Section IV complement the General Conditions of Contract included in Section II, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

4.3 Special conditions of contract as relates to the GCC

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.7.1 | The performance Bond of 5% of the Tender sum to be submitted within 14 days after Notification of Award The performance Bond of 5% of the Tender sum to be submitted within 14 days after Notification of Award |
| 3.12.1 | Within 60 days after presentation of certificate of payment. |
| 3.18.1 | Upon failure of the parties to agree on internal resolution mechanism, the parties may use Arbitration. |
| 3.20 | English |

(Complete as necessary)

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

| No. | Item Description | Quantity | Unit Price Kshs | Installation Period | Installation Price | Total Price Kshs |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------|------------------------|-----------------------|------------------------|
| Bill 1. | Design grain processing plants as per the statement of specification attached (SECTION VI) including the plant layout and bill of quantities for the same. | | | | | |
| Bill 2. | Design plant civil works drawings comprising: steel works , main works, mechanical works, electrical works and road, external drainage and external water reticulation works, prepare priced bill of quantities for the same. | | | | | |
| Bill 3. | Construction of the civil works as per your design and quantities in Bill 2 above and the attached statement of specification (SECTION VI) | | | | | |
| Bill 4. | Supply, install, test and commission, the grain processing plant as per the specification statement attached (SECTION VI) , your design in the constructed plant premises as per Bill 3 above | | | | | |
| TOTAL TENDER SUM INCLUDING ALL GOVERNMENT TAXES IN FIGURES | | | | | | |

AMOUNT IN WORDS:.....
.....
.....
.....
.....
.....

Authorized Official:.....

Name

Signature

.....

Date

SECTION VI - TECHNICAL SPECIFICATIONS

6.1 GENERAL

6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.

6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

6.1.4 The tenderers are requested to present information along with their offers as follows;-

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

SECTION VI - TECHNICAL SPECIFICATIONS

6.2 STATEMENT OF SPECIFICATION

TECHNICAL COMMISSIONING, GRAIN INTAKE, CLEANING, DRYING, STORAGE, BULK LOADING, BAGGING OFF AND PACKAGING PLANT

The technical proposal on a complete turnkey modern Grain Processing Complex. The entire system should be based on modern technology where efficiency, environment control, low power consumption and low maintenance cost remains a priority.

To ensure quality grains will be delivered to the complex, the setup should provide a well-equipped laboratory office where preliminary grain assessment will be done on moisture content, level of Aflatoxin, level of contamination, nitrogen level, bushel weight etc.

For easy management and controlled operation, the system should be equipped with computerized operation which can be accessed only by authorized computers within the-local area network (LAN).

For vertical and horizontal movements the system should be equipped with belt conveyors which are gentle in grain handling for minimum grain breakage and flexible when dealing with seed grains.

The main silos should be with Grain Monitoring system that monitor and display the grain temperature as well as the level of the grain in the silos. The complex should provide a central operation point where all the equipment are displayed on a screen monitor; the control panel should be fitted with PC/PLC where the operation of all equipment will be displayed.

The system should be designed with a central dust aspiration system to facilitate perfect dust control in the entire complex; this should be done by ensuring the correct air specification is achieved in terms of volume, velocity and pressure at every collection point.

Quotations for equipment Ex-factory, Inspection, Packaging, Insurance, Freight, Clearing and Delivery to Site, Complete Installation, Commissioning and Training Should include the following:-

- A. Engineering Drawings
- B. Operation Summary
- C. Grain Reception and Assessment
- D. Primary Grain processing
- E. Packaging Line
- F. Power Supply and Electrical Systems
- G. Water supply and plumbing systems
- H. Plant Installation and Commissioning

- I. List of Spare Parts
- J. List of Maintenance Tools
- K. Civil Works
- L. Steel Structures
- M. Utilities
- N. Price Schedule
- O. Commercial Conditions of Sales
- P. Schedule and timeframes of works

A. **The Project Design and Engineering Drawings to include the following**

- Plant Design
- Plant Flow Diagrams
- Plant Drawings
- Civil Engineering Drawings
- Structural Engineering Drawings
- Bill of Quantities for the Civil Works

B. **Operation Summary**

The design of the plant should be based on the following: (Capacities based on Maize)

- a) To ensure quality grains will be delivered to the plant, sample grains will be collected and assessed in a laboratory where preliminary grain assessment will be done on moisture content, level of Aflatoxin, level of contamination, nitrogen level, bushel weight etc.
- b) Intake, Conveying and Pre-Cleaning line up to 35-40 TPH.
- c) The crop received will be dumped into the pit' 3 x 5 metres.
- d) From the pit the crop will be conveyed and elevated into the pre-cleaner
- e) After pre-cleaning, the grain will, if wet go to the wet holding bin, and if dry direct to the storage silos. 1 Wet Grain holding bin capacity of 150 Ton.
- f) The wet crop from the wet holding bin should be able to be elevated into the dryer, the dryer should operate with level sensors and the conveyor under the wet bins should be able to start and stop according to the instructions received from the dryer level controls. The dryer quoted should be equipped with dust separating fans which meets the required environment threshold.

Dryer holding capacity 18 Metric Tons.

Capacity indications with different drying air temperatures should be as per the following examples.

At 120° C. drying air temperature, the drying capacity should be rated at 22 MT/PH.

At 85° C. drying air temperature, the drying capacity should be rated at 12MT/PH.

At 65° C. drying air temperature, the drying capacity should be rated at 7.4 MT/PH.

h) After drying the grain should be conveyed into One (1) Storage (1 X3000) silo or direct to the bagging off /bulk loading.

i) From the storage silos the grain should be conveyed into the milling plant or loaded into bulk trailer or into a re-bagging area.

j) From the mill the flour should be ready for dispatch to the respective clients/customers.

k) The control panel should be with PC/PLC where the operations of all equipment are displayed.

C. Grain Reception and Assessment

Qty Description.

One **Lab Equipment**
Four Bag sampler 500MM long, 25mm Diameter

Sampler Divider for grain products.

Laboratory mill should be designed with impact crusher for the Grinding of different kinds of cereals. The mill should be steady, maintenance free and easy to clean.

Moisture Tester- to be Agromatic-digital complete with plastic carrying case and operation Manual.

Sample Spear. Aluminium 2000mm long

Aflatoxin test kit. Complete with accessories recommended for qualitative and quantitative tests.

Easy-Way hectolitre test kit-Complete with cylinder, cut-off slide, scale, measuring plastic cup and carrying case.

D. Grain Primary processing Intake, Cleaning. Wet holding, Drying, Storage, Bulk loading and Bagging off.

| Qty | Description. |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| One | Intake hopper with Drive-on grates made in steel and designed for 10 ton wheel pressure Size: 3 x5 metres. |
| Four | Adapters between hoppers and belt conveyor complete with regulating shutters with clamps. |
| One | Belt Conveyor complete with Drive section belt tension, intermediate section, and three inlets. All completely top covered. Drive: Hollow shaft gear arrangement with 1.5kw |
| One | Bucket Elevator & complete Comprising of boot with speed guard, top head with drive and intermediate trunks, belt, buckets and backstop. Drive: Hollow shaft gear arrangement with 5.5 Kw motor |
| One | Magnet separator complete With Q-20 inlet and outlet |
| One | Pre-Holding bin Buffer bin for pre-cleaner complete with inspection Door and Window and level sensors to operate intake conveyors. |
| One | Pre-Cleaner Product : Maize Density : 710kg CBM Moisture Content : 18% Screen area of 7m ² in conjunction with an efficient pre and after suction system. The base and frame of the machine should be in heavy gauge pressed steel profiles and moisture resistance marine plywood. |
| Qty | Description. |
| Cont... | With food proof. The machine inlet should be equipped with a ribbed feeding roller complete with a separate motor and variable gearbox for step less speed adjustment of the feeding roller. The screen boat should be oscillated via a balanced central Eccentric |

system producing a vibration free motion. The fixed speed drive to consist of one motor with belt drive, belt protection and motor brackets. The highly efficient pre and after suction system should Incorporate a false air intake principle in order to control the airflow simple and quick.

The extracted lightweight material should be deposited in two separate expansion chamber and discharged by two discharge augers, each equipped with multi-flap seals to prevent increase of any unwanted false air.

- One Set (5 nos.) of bagging off pipes inclusive of a shutter with bag holder.
Motor for cleaner 0.75; 1.5 kW
- Two Set of screens for pre-cleaning Maize
- One **Centrifugal Fan** complete with intake Grid Ø 620mm, exhaustair adaptor diameter 600 x 460- Ø 600, pull rings exhaust assembly method
Air flow 16000m/h
Static pressure 120mm WG
Motor size 11.0 KW
- One **Aspiration pipes** including bend, straight pieces and clamps
- One **Cyclone** with inlet and outlet
- One **Rotary valve** complete with inlet and outlet
Motor Size 0.37 Kw
- One **Cleaner Stand** strong steel stand for cleaner mounting free from Vibration
- Qty Description.**
- One Two Way Valve complete with indications Bucket Elevator comprising boot with speed guard, top head with drive and intermediate trunks, belt, buckets end backstop.

Drive:Hollow shaft gear arrangement with 7.5 Kw motor
- One **Chain Conveyor** complete with, sliding, gates Drive section belt tension, intermediate section all completely Covered

Drive: Hollow shaft gear arrangement with 3.0 Kw motor

| | |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| One | <p>Open Steel Catwalk Catwalk on top of wet silos for inspection and maintenance of conveyors, complete with roof cover, side extension supports, Silo peak supports and goal post supports.</p> |
| One | <p>Wet grain Holding Bin Hopper bin for holding wet Grain, Hopper angle 45° Diameter 5.49 metre</p> <p>Height to eave 10.72 Cubic volume 203 m capacity Storage capacity 150 metric tons Compacted capacity 155 Metric tons Product: Wet Maize 0.710Ton /m³ Hopper clearance 16 in Collar 33 1/8 Hopper clearance 25 in Collar 40 1/2 Wind 90mph (145kph) Roof Handrail with Eave Platform /Surrounded 18 ft Ladder and cage complete Ladder lockout Door Complete</p> |
| Qty | Description. |
| One | <p>Hopper Aeration systems With half round perforated duct, and 7.5 kW fan 18 X 32 FR 24 Manifolds with 2 Taps Torpedo Head Dia end plate Field wield tree 12 Hopper tie down 18in Centrifugal Fan 3H-3P-400</p> |
| One | <p>Regulating Shutters with indications Motor Size 0.37</p> |
| One | <p>Belt Conveyor complete with drive section belt tension one inlet fully covered. Drive: Hollow shaft gear arrangement with 1.5 Kw motor</p> |
| One | <p>Bucket Elevator complete comprising boot with speed guard, top head with drive and intermediate trunks, belt, buckets and backstop. Drive: Hollow shaft gear arrangement with 5.5 Kw motor</p> |

One Belt Conveyor complete with drive section belt tension one inlet fully covered.
Drive: Hollow shaft gear arrangement with 1.1 Kw motor

One **Open Steel Catwalk**
Catwalk on top of dryer for inspection and maintenance of conveyors, complete with roof cover, side extension supports, Silo peak supports and goal post supports.

One **Dryer**
Continuous flow grain dryer made in galvanized steel plate out of which 2 sections are for cooling.
Dryer equipped with three standard vertical mounted cyclofans, With dust collection system and rotary valve.
With direct fired heating arrangement, horizontal

Furnace and Weisha upt, 3- step burner for use with either light diesel or industrial diesel oil.

Dryer with Fuel meter and Hour meter

Standard cylcofans 3 x 15 Kw

| | | |
|-----------------|------|----|
| Burner | 1.5 | Kw |
| Rotary Valve | 0.37 | Kw |
| Discharge | 0.75 | Kw |
| Discharge Auger | 3.0 | Kw |

| | |
|-----------------------------------------|------------------|
| Product | Maize |
| Reduction of moisture content (18-13) % | |
| Ambient temperature | 22°C |
| Relative humidity | 60% |
| Drying air temperature | 85°C |
| Drying zone | 9 sections |
| Cooling zone | 2 section |
| Air flow per section | 6,700NM/h per Se |
| Capacity: Drying | 12tph |
| Holding | 24.69mt |
| Maximum grain temperature | 56.0°C |
| Grain discharge temperature | 26°C |
| Evaporation of water | 689 Kg/h |
| Net heat requirement | 827Mcal/h |
| Oil consumption | 84kg/h |

One **Belt Conveyor** complete with
Drive section belt tension, intermediate section all completely covered
Drive: Hollow shaft gear arrangement with 1.5Kw motor

One **Bucket Elevator complete**
Comprising boot with speed guard, top head with drive and intermediate
trunks, belt, buckets and backstop.

Drive: Hollow shaft gear arrangement with 7.5 Kw motor

One Two Way Valve complete with indications

One Two Way Valve complete with indications

Qty Description.

One **Chain Conveyor** complete with, sliding, gates Drive section belt
tension, intermediate section all completely covered

Drive: Hollow shaft gear arrangement with 5.5 Kw motor

One **Open Steel Catwalk**
Catwalk on top of storage silos for inspection and maintenance of
conveyors, complete with roof cover, side extension supports, Silo peak
supports and goal post supports.

One **Flat Bottom Grain Storage Silo (3000 ton)**

| | |
|-----------------------------------------------|--------------------|
| Diameter | 16.50Mtr |
| Overall Height | 23.93Mtr |
| Cubic Volume | 4186m ³ |
| Capacity non compact | 4000Mt |
| Compacted Capacity | 4025Mt |
| Product | Maize |
| Product Density | 0.71Ton/m |
| Roof panel | 30° 4 panel roof |
| Outside ladder | |
| 2 ring door | |
| Temperature Cable supports | |
| Roof hand rail with Eave platform 48ft | |
| 18 Ring outside ladder and cage with platform | |
| Sealant 10 in foam Roll | |

| | |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Two | Aeration Fans and accessories Hopper aeration axial fans complete with transition form, elbows roof vent |
| One | Silo Sweep Augers Commercial clean Sweep Auger complete 10 HP Motor TEFC 50 HZ 3PH 380 |
| One | Set of Silo Wells with Regulating Shutters Regulating shutters complete with adaptors and conveyor mounting clamps. |
| Qty | Description. |
| One | Belt Conveyor complete with Drive section, belt tension and intermediate sections and 8 Drive: Hollow shaft gear arrangement with 3.0 Kw motor |
| One | Bucket Elevator complete Comprising boot with speed guard, top head with drive and intermediate trunk, belt, buckets and backstop. Drive: Hollow shaft gear arrangement with 7.5 Kw motor |
| One | Chain Conveyor complete with, sliding gates Drive section belt tension, intermediate section all completely Covered Drive: Hollow shaft gear arrangement with 5.5 Kw motor |
| One | Open Steel Catwalk Catwalk on top of wet silos for inspection and maintenance of conveyors, complete with roof cover, side extension supports, Silo peak supports and goal post supports. |
| One | Two Way Valve complete with indications |
| One | Bagging Bin Diameter 2.13 Metres Overall Height 5.32 Metres Cubic Volume 13m ³ Storage Capacity 10 Metric Tons Product Wheat |

Product Density 760kg/m
Hopper clearance 16 in Collar 331/2 "
Hoper Clearance 25 in Collar 463/4 "
Ladder and Cage Complete for Feed Bin
Ladder Lockout Door Complete

| Qty | Description. |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| One | Bagging-off Scale T-Shore semiautomatic bagging scale complete with bag clamps and buffer bin Speed- 4 Sacks per Minute Weighing Range-5-100 Kg Accuracy+ or - 0.25 |
| One | Grain Ducts Lot of grain ducts complete with all necessary bends, elbows, valves, shutters, assembly flanges and assembly clips. |
| One | Platforms and supports Lot of steel structures, which include supports, platforms, Ladders to silo top, elevator platforms and down into elevator pits. |
| One | Electrical Control Panel including: Free standing Main Control Panel, with switch gear (contactors, overloads, Auxilliaries & General control) PLC: A Programmable Logic Controller should be installed in the Main Control Panel(MCP), in which the complex part of the control Circuit will be programmed. Inputs and outputs are connected to the PLC, the control circuits should be programmed into the PLC memory, and substitute a lot of auxiliary relays and wiring to make modifications and future expansion easy. The PLC should be placed behind the doors on a mounting plate. Input and output plug modules to be placed in racks and status indicated by built in Light emitting diodes. Digital input modules: 24 VDC Digital output modules: No voltage contacts. PC Station: The plant should be controlled from the PC in the control room, the mimic will be divided into several pictures, in a way that makes the plant well arranged in e systematic and Logical sequence. |

Future changes and Expansion should be easily accommodated in the setup.

Computer:

The computer should be delivered with all necessary equipment for a safe Usage

One **Lot of electrical cables, cable trays safety and service Switches.**

For an intrinsically safe installation, superb layout with service and Emergency isolation switches and necessary start warning Switches

G. Electrical Systems and Power Supply

| Qty | Description. |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| One | Supply of Safe Power from KPLC line to Control Panel Hermetically sealed transformer 1000KVA, 11/0.433kv, 11kv 95mm. sq cable, 630A Circuit breaker for 11 KVA, Low voltage switchboard complete with auto-manual changeover Switch, 1000KVAR Power Factor Correction bank 630mm sq SC cable XPLE |
| One | Electrical Installation Materials Power Cables, Cables, Cable trays, Junction Boxes, safety switches, Service Switches, Emergency Isolation Switches, start stop switches, Mounting Brackets, any other electrical Accessories |
| One | Control Panels PLC/PC Control panels with motor and drive protection systems, overloads, contactors, auxiliaries, programs and operation systems. |

H. Plant Installation and Commissioning

| Qty | Description. |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| One | Plant Installation. The Installation team should be eligible to work within east and central Africa and compliant with all employment laws, inclusive of any additional applicable laws that are required to administer the mentioned services. The team should comprise of qualified personnel on Supervision, Store keeping, welding and fabrication, skilled mechanical technicians, Plumbers, Masons, fitters, tinsmith, Painters and general and professional helpers. |

- One **Plant Testing and Commissioning**
 This should include, individual Equipment Dry testing, individual machine testing with products and general system testing
- One Training
 This should include:
- Training on plant operation
 - Training on operation
 - Training on plant trouble shooting
 - Training on spare parts management

I. Plant Spare Parts

Qty Description.

- One List of Spares
- Pieces of Elevator motors + Gear box
 - Pieces of Belt Conveyor Motors + Gear box
 - Pieces of Rotary Valves QD-G-52
 - EC -8 Elevator Belt
 - Pieces of EC 8 Elevator buckets
 - Pieces of EC-8 Bucket bolts + Nuts washers
 - Pieces M8X20 Bolts+ nuts washers
 - Set of Grain Cleaning screens
 - Pieces of Rubber Balls
 - Lot of Q- 20 Ducts
 - Lot of Aspiration pipes
 - Belt conveyor rollers
 - Burner electrical parts

J. List of Maintenance Tools

Qty Description.

- One List of Maintenance Tools
- Pieces of Angle Grinder
 - Pieces of Welding Machines
 - Pieces of Drilling Machines
 - Pieces of Mason Hammer
 - Set of Spanner Box
 - Set of hand Spanners
 - Set of Screw Drivers
 - Set of Allen keys
 - Set of Drill Bits

- Pieces of Socomastic gun
- Greasing gun
- Pieces of 2 Ton Chain Blocks
- Pieces Erection Punch
- Pc Nylon rope
- PCS Pulleys
- Pc Mallet
- Pcs Combination Pliers

K. Plant Civil Works

- One Civil work areas includes
- Intake, cleaning, drying and storage section
 - Mill go down
 - Roads (Finished in murrum; earth roads)
 - Drainage (Open natural drains with grassing to walls of drains)
 - Water systems
 - Plant Workers Changing rooms with ablution facilities connected to the main sewage line

Civil work design;

Plant design, Production of Engineering, Mechanical, Steelworks, Architectural and Civil/Structural Drawings, Design approval and Production of contraction and /Shop drawings. Production of as-built drawings upon installation.

Civil work Materials; Building materials which includes-T12, T10, T16, T20, Binding wire, Building Stones, Hardcore, Sand, Gravel, Ordinary cement, Water proof cement, Timber, Nails, Ply wood, Poles, Stationeries, Equipment/machines, Fuel, BRC and working tools.

Labour Charges; Supervision, technician staffs, local contraction work, civil work commissioning

L. Steel Structures

- One Steel work for
- Standard go down
 - Intake Shelter
 - Machine House
 - Catwalk, Platforms, brackets and Supports
- The outline of steel work to Include:
- Tie beam
 - UB Steel rafters

- UB Purlins
- Zed purlins
- Rafters
- Crane Gantry beams and Surge Girders
- Bracings
- I beam
- U Channels
- Flat bars
- Angle Bars
- Round Bars
- Box profiles
- Gables and cladding steel work
- Roof Sheets
- Side sheets
- Crane Bracings
- Mounting screws
- Raw bolts
- Steel Consumables
- And steel paints

SECTION V - PRICE SCHEDULE

| Ser/ No | Item | Quantity | Quoted Price (Kshs Inclusive of VAT) | Amount In Words |
|----------------|----------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------|------------------------|
| 1 | Project Design and Engineering Drawing | 1 | | |
| 2 | Grain reception and Assessment | 1 | | |
| 3 | Grain Primary Processing | 1 | | |
| 4 | Power Supply and Electrical System | 1 | | |
| 5 | Plant Installation and Commissioning | 1 | | |
| 6 | Plant Spare Parts | 1 | | |
| 7 | Maintenance Tools | 1 | | |
| 8 | Plant Civil Works and Utility Buildings | 1 | | |
| 9 | Plant Steel Structure | 1 | | |
| 10 | Preliminaries provisions for the works including temporary site offices, stores, hoarding, site security, etc. | 1 | | |
| | Grand Total Invest Delivered Installed and Commissioned | | | |

Declaration:

“I/We certify that I/we have not made and will not make any payments to any Person which can be perceived as inducements to enable me/us win this tender”

Tenderers Name Date.
(Authorized Officer)

Company Stamp/SealSignature.....

SECTION VI

STANDARD FORMS

1. **FORM OF TENDER** Date

Tender No. KOFC/OT/012/2020/2021

**TO: MANAGING DIRECTOR
KENYA ORDNANCE FACTORIES CORPORATION
P O BOX 6634 - 30100
ELDORET**

Gentlemen and/or Ladies:

1. Having examined the tender documents No. **KOFC/OT/012/2020/2021** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to proposed design, construction, supply, installation, testing and commissioning of grain intake, cleaning, drying, storage, bulk loading, bagging, milling & packaging plant in conformity with the said tender documents for the sum of *(total tender amount in words and figures)*.....

.....
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Local Purchase Order.

3. If our Tender is accepted, we will obtain the Performance guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by **KOFC**.

3. We agree to abide by this Tender for a period of **90 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall **NOT** constitute a Contract, between us

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

7. KOFC shall make payments after a Local Purchase Order has been issued to the supplier and deliveries made and accepted.

Dated this _____ day of _____ 20 _____

_____ [signature]
[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business ,.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

| | <p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------|---------------------|--------|---------|-------|-------|-------|---------|-------|-------|-------|---------|-------|-------|-------|---------|-------|-------|-------|---------|-------|-------|-------|
| | <p>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: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | Name | Nationality | Citizenship Details | Shares | 1. | | | | 2. | | | | 3. | | | | 4. | | | | | | | |
| Name | Nationality | Citizenship Details | Shares | | | | | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>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: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | Name | Nationality | Citizenship Details | Shares | 1. | | | | 2. | | | | 3. | | | | 4. | | | | 5. | | | |
| Name | Nationality | Citizenship Details | Shares | | | | | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Date Signature of Candidate</p> | | | | | | | | | | | | | | | | | | | | | | | | | |

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

CERTIFICATE OF TENDER SITE VISIT

PROPOSED DESIGN, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GRAIN INTAKE, CLEANING, DRYING, STORAGE, BULK LOADING, BAGGING & PACKAGING PLANT

| Details of Work | | |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| WP Item Number | Description of Job | Ministry |
| <u>KOFC/OT/012/2020/2021</u> | PROPOSED DESIGN, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GRAIN INTAKE, CLEANING, DRYING, STORAGE, BULK LOADING, BAGGING, MILLING & PACKAGING PLANT | Ministry of Defence |

Certification

The contractor visited the site and acquainted themselves with the site Conditions and the works being tendered for.

For Contractor

Name of contractor _____

Address _____

Signature/ Stamp _____ Date _____

For User Service

Rank _____ Name _____ Signature _____ Date _____

For Tender Evaluation Committee

Rank _____ Name _____ Signature _____ Date _____

Rank _____ Name _____ Signature _____ Date _____

Rank _____ Name _____ Signature _____ Date _____

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

[i] Full name of Sub-contractor
and address of head office:

(ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
Contract value:.....

(2) Portion of Works to sublet:.....

(i) Full name of sub-contractor
and address of head office:
.....

(ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
contract value:

.....

[Signature of Tenderer)

Date

FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of Building and Civil Works for **PROPOSED DESIGN, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GRAIN INTAKE, CLEANING, DRYING, STORAGE, BAGGING& PACKAGING PLANT** KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[date]

[signature of the Bank]

[witness]

[seal]

REFERENCE LIST

Tenderers to list here below names of references in form of Institution (Public or private)

| S/N | Name and Location of Institution | Tel Contact | Contract Person |
|-----|----------------------------------|-------------|-----------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |