



**KENYA ORDNANCE FACTORIES CORPORATION**

**P.O BOX 6634 – 30100**

**ELDORET**

**OPEN TENDER DOCUMENT**

**FOR**

**PROPOSED DESIGN, CONSTRUCTION, SUPPLY,  
INSTALLATION, TRAINING TESTING AND COMMISSIONING  
OF GRAIN INTAKE, CLEANING, DRYING, STORAGE, BULK  
LOADING & BAGGING OFF 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 KOFC'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 KOFC 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 KOFC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs. 1,000.00 (Not applicable in tender)

2.3.3 The KOFC 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 KOFC in writing or by post at the entity's address indicated in the invitation for tenders. The KOFC 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 KOFC. 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 KOFC 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 KOFC, 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 KOFC, 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 KOFC, 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 KOFC'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 KOFC'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 KOFC; and
- c) a clause-by-clause commentary on the KOFC'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 **Kshs. 500,000.00**

2.14.3 The tender security is required to protect the KOFC 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 KOFC 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 KOFC 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 KOFC.

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 KOFC 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 KOFC, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the KOFC as non-responsive.

2.15.2 In exceptional circumstances, the KOFC 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 KOFC 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 overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the 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 KOFC 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," **Tuesday 16 March 2021 at 10:00am.**

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 KOFC 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 KOFC at the address specified under paragraph 2.17.2 no later than **Tuesday 16 March 2021 at 10:00am**.

2.18.2 The KOFC 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 KOFC 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 KOFC 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 KOFC 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 KOFC 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 KOFC will open all tenders in the presence of tenderers' representatives who choose to attend on **Tuesday 16 March 2021 at 10:00am at Kenya Ordnance Factories Corporation Eldoret**.

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 KOFC, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The KOFC 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 KOFC 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 KOFC in the KOFC's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

## **2.22 Preliminary Examination**

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

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

2.22.3 The KOFC 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 KOFC 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 KOFC'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 KOFC 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 KOFC 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 KOFC 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 KOFC**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the KOFC 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 KOFC 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 KOFC 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 KOFC 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 KOFC 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 KOFC 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) KOFC's Right to Vary quantities

2.27.5 The KOFC 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) KOFC's Right to accept or Reject any or All Tenders

2.27.6 The KOFC 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 KOFC's action.

## 2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the KOFC 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 KOFC 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 KOFC notifies the successful tenderer that its tender has been accepted, the KOFC 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 KOFC.

### **2.30 Performance Security**

2.30.1 Within Thirty (30)days of the receipt of notification of award from the KOFC, 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 KOFC.

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

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the KOFC, 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 KOFC of the benefits of free and open competition;

2.31.2 The KOFC 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.500,000.00 Valid for <b>90 days</b> after opening and from PPRA authorized financial institution.	
2.18.1		<b>Tuesday 16 March 2021 at 10:00am</b>	
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.	

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

	<p>(a) Site Agent <b>5 Marks</b>  (b) Plant Supervisor <b>5 Marks</b>  payments received for contracts in progress or completed, within the last two (2) years <b>(5 Marks)</b></p> <p>(ii) Provide letter of credit from any commercial bank in Kenya as proof of their readiness to facilitate your firm financially <b>(5 Marks)</b></p>	
Work schedule	<ul style="list-style-type: none"> <li>• Proposal work progress charts showing payment schedule of not less than <b>Kshs. 100,000,000.00</b> per month. <b>(5 Marks)</b></li> <li>• Proposal cash flow plan showing financial capacity to fund the project to the tune of not less than <b>Kshs. 100,000,000.00</b> per month prior to request for certificate. <b>(5 Marks)</b></li> </ul>	10
Work safety management	<ul style="list-style-type: none"> <li>• Attach proposal of Worker safety plan <b>(4 Marks)</b></li> <li>• Attach proposal of Accident prevention measures <b>(4 Marks)</b></li> </ul>	8
	<b>TOTAL</b>	<b>100</b>
<b><u>RECOMMENDATION</u></b>		
The bidder who score 70% or above qualify to final stage.		
<b><u>FINANCIAL CRITERIA</u></b>		
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.		
<b>STAGE THREE: POST QUALIFICATION</b>		
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.		
<b>2.29.1</b>		
<i>The performance Bond of 10% 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 KOFC 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 KOFC" 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 KOFC 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 KOFC'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 KOFC 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 KOFC'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 KOFC and shall be returned (all copies) to the KOFC on completion of the Tenderer's performance under the Contract if so required by the KOFC

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the KOFC 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 KOFC'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 KOFC 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 KOFC 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 KOFC 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 KOFC and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

3.8.1 The KOFC or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The KOFC 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 KOFC.

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

3.8.4 The KOFC'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 KOFC 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 KOFC 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 KOFC 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 KOFC 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 KOFC's prior written consent

### **3.15. Subcontracts**

3.15.1 The tenderer shall notify the KOFC 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 KOFC 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 KOFC.

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

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

3.16.2 In the event the KOFC 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 KOFC for any excess costs for such similar equipment.

### **3.17. Termination for convenience**

3.17.1 The KOFC 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 KOFC 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 KOFC 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 KOFC 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 <b>10%</b> of the Tender sum to be submitted within 14days 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 in Kshs (VAT Incl)	Installation Period	Installation Price	Total Price Kshs
Bill 1.	Design grain processing plant as per the statement of specification attached <b>(SECTION VI)</b> including the plant layout and bill of quantities for the same.					
Bill 2.	Design plant civil works including drawings, main works, mechanical works, electrical works and road works, prepare priced bill of quantities for the same. <b>(SECTION VI)</b>					
Bill 3.	Construction of the civil works as per your design and bill of quantities in Bill 2 above and the attached statement of specification <b>(SECTION VI)</b>					
Bill 4.	Supply, install, test and commission, the grain processing plant as per the specification statement attached <b>(SECTION VI),</b>					

	your design in the constructed plant premises as per <b>Bill 3 above</b>					
Bill 5.	Supply and Install Backup Generator (1000KVA) as per the statement of specification attached <b>(SECTION VI)</b>					
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 KOFC 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

## 6.2 STATEMENT OF SPECIFICATION

### **TECHNICAL COMMISSIONING, GRAIN INTAKE, CLEANING, DRYING, STORAGE, BULK LOADING, BAGGING OF 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 (maize) will be delivered to the complex, the setup should provide a weigh bridge, 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 among other parameters.

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. Power Supply and Electrical Systems
- F. Plant Installation and Commissioning
- G. List of Spare Parts
- H. List of Maintenance Tools
- I. Civil Works
- J. Steel Structures
- K. Utilities
- L. Price Schedule
- M. Commercial Conditions of Sales
- N. Schedule and Timeframes of works
- O. Data Sheets and Brochures

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 among others.
- b) The Plant should be equipped with an Electronic Static Weighbridge where all the consignment in and out of the plant will be checked and weight.
- c) Intake, Conveying and Pre-Cleaning line up to 35-40 TPH.
- d) The crop received will be dumped into the pit' 3 x 5 metres.
- e) From the pit the crop will be conveyed and elevated into the pre-cleaner

f) After pre-cleaning the grain will, if wet go to the wet holding bin, and if dry direct to the storage silos. 2 Wet Grain holding bin capacity of 150 Ton each.

g) 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 24.29 Metric Tons.

(This amount is required before drying can commence)

**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 12 MT/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 any of the Two (2) Storage (2 X 2000) silos or direct to the bagging off /bulk loading.

i) After drying the grain will be conveyed into any of the Three (3 ) Storage (3 X 2000) silos or direct to the bagging off /bulk loading.

j) From the storage silos the grain should be conveyed into the milling plant 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            **Electronic weighing Bridge**  
Electronic weighing bridge size 18mtr x 3mtr capacity 80 tons digital load cells complete with;

- Electronic weighing decks
- Load cells
- Weighing Indicator
- Printer
- Computer cell and
- Software

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

**Sampler Divider**Type 1 G/1/4 for grain products, one sample four Outlets of which 1, 2 or 3 can be covered to obtain larger dividing Ratio.

**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-F. Grain Primary Processing Intake, Cleaning, Wet Holding, Drying, Storage, Bulk Loading and Bagging Off.**

<b>Qty</b>	<b>Description.</b>
One	<b>Intake hopper</b> with Drive-on grates made in steel and designed for 10 ton wheel pressure Size: 3 x5 metres.
Four	<b>Adapters</b> between hoppers and belt conveyor complete with SKT 32 regulating shutters with clamps.
One	<b>Belt Conveyor</b> type GT-400 complete with Drive section belt tension, intermediate section, and three inlets. All completely top covered.  Drive: Hollow shaft gear arrangement with 1.5kw
One	<b>Bucket Elevator</b> Bucket elevator type EC – 8 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	<b>Magnet separator</b> type PM-2 complete With Q-20 inlet and outlet
One	<b>Pre-Holding bin.</b> Buffer bin for pre-cleaner complete with inspection Door and Window and level sensors to operate intake conveyors.
One	<b>Pre-Cleaner</b> Product : Maize Density : 710kg CBM Moisture Content : 18%  The DELTA 143.1 designed for pre-cleaning of all cereal and has a screen area of 7m <sup>2</sup> 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 resistant marine plywood.

<b>Qty</b>	<b>Description.</b>
Cont...	<p>With food proof, Swedotec TPS surfaces film. The machine inlet should be equipped with aribbed feeding roller complete with a separate motor andvariable gearbox for step less speed adjustment of the feedingroller.</p> <p>The screen boat should be oscillated via a balanced centralEccentric system producing a vibration free motion. Thefixed speed drive to consist of one motor with belt drive,belt protection and motor brackets. The highly efficient pre and after suction system shouldincorporate a false air intake principle in order to control theairflow simple and quick.</p> <p>The extracted lightweight material should be deposited in twoseparate expansion chamber and discharged by twodischarge augers, each equipped with multi-flap seals toprevent increase of any unwanted false air.</p>
One holder type	<p>Set (5 nos.) of Q 20 bagging off pipes incl.SKT52 shutter with bag RU55.</p> <p>Motor for cleaner                      0.75; 1.5 kW</p>
Two	Set of screens for pre-cleaning Maize
One	<p><b>Centrifugal Fan</b>type CM 87, complete with intake Grid Ø 620mm, exhaustair adaptor diameter 600 x 460- Ø 600, pull rings exhaustassembly method Air flow 16000m<sup>3</sup>/h Static pressure 120mm WG Motor size 11.0 KW</p>
One	<b>Aspiration pipes</b> including bend, straight pieces and clamps
One	<b>Cyclone</b> type CS 11with inlet and outlet
One	<p><b>Rotary valve</b>type QDG 52 complete with inlet and outlet Motor Size 0.37 Kw</p>
One	<b>Cleaner Stand</b> strong steel stand for cleaner mounting and freefrom Vibration
<b>Qty</b>	<b>Description.</b>
One	Two Way Valve Type LN 52 complete with indications

- One Two Way Valve complete with indications Bucket Elevator EC – 8 comprising boot with speed guard, tophead 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 (Type RL-5)
- Drive:Hollow shaft gear arrangement with 3.0 Kw motor
- One **Open Steel Catwalk**  
Catwalk on top of wet silos for inspection and maintenance of conveyors, complete with roof cover, side extensions supports, Silo peak supports and goal post supports.
- Two **Wet grain Holding Bin – Model 45-01839**  
Hopper bin for holding wet Grain,  
Hopper angle 45°  
Diameter 5.49 metre  
Height to eave 10.72  
Cubic volume 203 m<sup>3</sup> capacity  
Storage capacity 150 metric tons  
Compacted capacity 155 Metric tons  
Product: Wet Maize 0.710Ton /m<sup>3</sup>  
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
- Two **Hopper Aeration systems**  
With half round perforated duct, and 7.5 kW fan  
SG99-18 X 32 FR 24 Manifolds with 2 Taps  
Torpedo Head  
Dia. End Plate Field wield tree  
0112612PJ GA Hopper tie down  
HC18-333-50-LC 18in Centrifugal Fan 3H-3P-400
- Two **Regulating Shutter** type SKT 32 with indications  
Motor Size 0.37Kw

- One **Belt Conveyor** complete with drive section belt tensionone inlet fully Covered (Type GT-400).  
Drive: Hollow shaft gear arrangement with 1.5 Kw motor
- One **Bucket Elevator** complete comprising boot with speedguard, top head with drive and intermediate trunks, belt,buckets and backstop (Type EC-8)  
  
Drive:Hollow shaft gear arrangement with 5.5 Kw motor
- One **Belt Conveyor** complete with drive section belt tensionone inlet fully Covered (type GT-400).  
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 extensionsupports, 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 (type AEG 9).  
Dryer equipped with three standard vertical mounted cyclofans, With dust collection system and rotary valve QD52.  
With direct fired heating arrangement, horizontal  
  
Furnace and Weishaupt, 3- step - WM-L20/2 A-T burner for use with eitherlight diesel or industrial diesel oil.  
  
Dryer with Fuel meter and Hour meter  
  
Standard cylcofans3 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
<b>Capacity: Drying</b>	<b>12tph</b>
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 (type GT-400)  
Drive: Hollow shaft gear arrangement with 1.5Kw motor

One **Bucket Elevator (Type EC-8)**  
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** Type LN 34 complete with indications

One **Two Way Valve** Type LN 34 complete with indications

One **Chain Conveyor** complete with, sliding, gates Drive section belt tension, intermediate section all completely covered (type RL-5)  
  
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 extensions supports, Silo peak supports and goal post supports.

Three **Flat Bottom Grain Storage Silos**  
Flat Bottom storage Silos Model E-04818  
Diameter 12.60Mtr  
Eave Height 16.69Mtr  
Overall Height 18.44Mtr  
Cubic Volume 2649m<sup>3</sup>  
Capacity non compact 2000Mt  
Compacted Capacity 2025Mt

Product	Maize
Product Density	0.71Ton/m <sup>3</sup>
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	

- Four      **Aeration Fans and accessories**  
Hopper aeration axial fans type AX 18-133-50-LC complete with transition form,elbows roof vent
- Two      **Silo Sweep Augers**  
Commercial clean Sweep Auger complete type SGN-85027CSK  
10 HP Motor TEFC 50 HZ 3PH 380
- Two      **Set of Silo Wells with Regulating Shutters**  
Regulating shutters complete with adaptors and conveyormounting clamps.
- One      **Belt Conveyor** complete with Drive section, belt tension and intermediate sections and 8 inlets (type GT-400)  
  
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 (type EC-8)  
  
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 (type RL-5)  
  
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 Valvetype** LN 34 complete with indications

One **Bagging Bin**

Model 45-00723

Diameter 2.13 Metres

Overall Height 5.32 Metres

Cubic Volume 13m<sup>3</sup>

**Qty Description.**

Storage Capacity 10 Metric Tons

Product Maize

Product Density 760kg/m<sup>3</sup>

Hopper clearance 16 in Collar 331/2 "

Hoper Clearance 25 in Collar 463/4 "

3-43144 Ladder and Cage Complete for 723 Feed Bin

9-41037 Ladder Lockout Door Complete

One **Bagging-off Scale Type T-33**

T-Shore semiautomatic bagging scale (type T-33) complete with bagclamps and buffer bin

Speed- 4 Sacks per Minute

Weighing Range-5-100 Kg

Accuracy+ or - 0.25kg

Leg peddle Bag Closer with conveyor

One **Grain Ducts**

Lot of grain ducts type Q-20 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, Laddersto silo top, elevator platforms and down into elevator pits.

One **Electrical Control Panel including:**

Free standing Main Control Panel, with switch gear(contactors, overloads, Auxiliaries& General control)**PLC:** A Programmable Logic Controller(PLC Omron) should be installed in the Main Control Panel(MCP), in which the complex part of thecontrol Circuit will be programmed. Inputsand outputs are connected to the PLC, the control circuits should be programmed intothe PLC memory, and substitute a lot ofauxiliary relays and wiring to makemodifications and future expansion easy.

The PLC should be placed behind the doors on a mountingplate. Input and output plug modules to be placed inracks and status indicated by built in Lightemitting 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 a systematic and Logical sequence.

Future changes and Expansion should be easily accommodated in the setup. Online help/backup service should be provided.

**Computer:**

The computer should be delivered with all necessary equipment for a safe usage i.e. Monitor, keyboard, mouse, excluding UPS

SCADA software : Omron CX-Supervisor

- 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**

<b>Qty</b>	<b>Description.</b>
One	Supply of Safe Power from KPLC line to Control Panel Hermetically sealed transformer 1600KVA, 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	<b>Electrical Installation Materials</b> Power Cables, Cables, Cable trays, Junction Boxes, safety switches, Service Switches, Emergency Isolation Switches, start stop switches, Mounting Brackets, any other electrical Accessories
One	<b>Control Panels</b> PLC/PC Control panels with motor and drive protection systems, overloads, contactors, auxiliaries, programs and operation systems.
One	<b>Generator</b> Backup Generator of 1000KVA complete with control switches and accessories

## **H. Plant Installation and Commissioning**

<b>Qty</b>	<b>Description.</b>
One	<p><b>Plant Installation.</b></p> <p>The Installation team should be eligible to work within castand central Africa and compliant with all employment laws,inclusive of any additional applicable laws that are required toadminister the mentioned services.</p> <p>The team should comprise of qualified personnelonSupervision, Store keeping, welding and fabrication, skilledmechanical technicians, Plumbers, Masons, fitters, tinsmith, Painters and general and professional helpers.</p>
One	<p><b>Plant Testing and Commissioning</b></p> <p>This should include, individual Equipment Dry testing,individual machine testing with products and general systemtesting</p>
One	<p><b>Training</b></p> <p>This should include:</p> <ul style="list-style-type: none"><li>• Training on plant operation</li><li>• Training on operation</li><li>• Training on plant trouble shooting</li><li>• Training on spare parts management</li></ul>

## **I. Plant Spare Parts**

One	<p>List of Spares</p> <ul style="list-style-type: none"><li>• 6 Pcs Elevator motors + Gear box</li><li>• 6 Pcs Belt Conveyor Motors + Gear box</li><li>• 4 Pcs Rotary Valves QD-G-52</li><li>• 200Mtr EC -8 Elevator Belt</li><li>• 300 Pcs EC - 8 Elevator buckets</li><li>• 3000 Pcs EC - 8 Bucket bolts + Nuts washers</li><li>• 2000 Pcs M8X20 Bolts+ nuts washers</li><li>• 4 set of Grain Cleaning screens</li><li>• 2000 Pcs Rubber Balls</li><li>• Lot of Q- 20 Ducts</li><li>• Lot of Aspiration pipes</li><li>• Belt conveyor rollers</li></ul>
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<b>Qty</b>	<b>Description.</b>
	<ul style="list-style-type: none"> <li>• Burner electrical parts</li> <li>• Electrical Parts</li> <li>• Chain 50 Mtr</li> </ul>

### **J. List of Maintenance Tools**

<b>One</b>	<b>List of Maintenance Tools</b>
	<ul style="list-style-type: none"> <li>• 2 Pcs Welding Machines</li> <li>• 2 Pcs Drilling Machines</li> <li>• 1 Pcs Mason Hammer</li> <li>• Set of Spanner Box</li> <li>• Set of hand Spanners</li> <li>• Set of Screw Drivers</li> <li>• Set of Allen keys</li> <li>• Set of Drill Bits</li> <li>• 2 Pcs Socomastic gun</li> <li>• Greasing gun</li> <li>• 2 Pcs 2 Ton Chain Blocks</li> <li>• Pcs Erection Punch</li> <li>• 1 Pc Nylon rope</li> <li>• 2 PCS Pulleys</li> <li>• 1 Pc Mallet</li> <li>• 1 Pcs Combination Pliers</li> <li>• 2 Pcs Angle Grinder</li> </ul>

### **K. Plant Civil Works and Utilities**

<b>One</b>	<b>Civil work and utilities areas includes</b>
	<ul style="list-style-type: none"> <li>• Intake, cleaning, drying, elevator pits, bagging off and storage section foundation works</li> <li>• Generator House</li> <li>• All Weather Roads and parking</li> <li>• Drainage</li> <li>• Water systems</li> <li>• Toilets and connection to existing sewer line.</li> <li>• Site Offices: Lab; Plant Manager`s room and Control room</li> <li>• Weighing bridge office</li> <li>• Weighing bridge ramp</li> <li>• Workshop/Stores</li> </ul>

**Civil work design;**

Plant design, Production of Engineering Drawings, Design approval and Production of contraction drawings.

**Civil work Materials;** Building materials which includes-T12, T10, T16, T20, Blinding 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 staff, local contraction work, civil work commissioning

**L. Steel Structures**

One Steel work for

- Intake Shelter 14 x 15 x 13 Mtr Wall Height
- Machine House 16 x 12 x 16 Mtr Wall Height
- 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
- 1 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 VII - PRICE SCHEDULE**

<b>Ser/ No</b>	<b>Item</b>	<b>Quantity</b>	<b>Quoted Price in Kshs (Inclusive Of VAT)</b>	<b>Amount In Words</b>
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 Work	1		
9	Plant Steel Structure	1		
10	Preliminaries ( stores, temporary site offices, hoarding e.t.c)	1		
	<b>Grand Total Invest Delivered Installed, trained and Commissioned</b>			

**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/Seal .....Signature.....

**SECTION VIII**

**STANDARD FORMS**

1. **FORM OF TENDER** Date .....

**Tender No. KOFC/OT/GEN/008/2020/2021**

**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/GEN/008/2020/2021** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to proposed design, construction, supply, installation, testing, training 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

<i>Part 1 – General:</i>	
Business Name .....	
Location of business premises. ....	
Plot No. ....	Street/Road .....
Postal Address .....	Tel No. .... Fax ..... E mail .....
Nature of Business , .....	
Registration Certificate No. ....	
Maximum value of business which you can handle at any one time – Kshs. ....	
Name of your bankers .....	Branch .....

	<b>Part 2 (a) – Sole Proprietor</b> Your name in full ..... Age ..... Nationality ..... Country of origin ..... <ul style="list-style-type: none"> <li>• Citizenship details .....</li> <li>• .....</li> </ul>																														
	<b>Part 2 (b) Partnership</b> Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">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> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....					
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	<b>Part 2 (c) – Registered Company</b> Private or Public ..... State the nominal and issued capital of company- Nominal Kshs. .... Issued Kshs. .... Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">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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Date ..... Signature of Candidate .....																															

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, TRAINING AND COMMISSIONING OF GRAIN INTAKE, CLEANING, DRYING, STORAGE, BULK LOADING & BAGGING OFF PLANT

OPEN TENDER NO: KOFC/OT/GEN/008/2020/2021

Details of Work			
WP Item Number		Description of Job	Ministry
		PROPOSED DESIGN, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING, TRAINING AND COMMISSIONING OF GRAIN INTAKE, CLEANING, DRYING, STORAGE, BULK LOADING & BAGGING OFF 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, TRAINING AND COMMISSIONING OF GRAIN INTAKE, CLEANING, DRYING, STORAGE, BULK LOADING& BAGGING OFF 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 of .....20.....

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)**

<b>S/N</b>	<b>Name and Location of Institution</b>	<b>Tel Contact</b>	<b>Contract Person</b>
1			
2			
3			
4			
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