Tender Document for the Proposed Rehabilitation Works to Existing Office Block (Including Related Civil, Mechanical and Electrical Works) as per BoQ, Specifications and Drawings at the Factory in Muhoroni.

Agro-Chemical and Food Company Limited
P.O. Box 18 - 40107 Muhoroni, Kenya
Tel: +254 722 205447/8, 734 242871
Email: admin@acfc.co.ke; purchasing@acfc.co.ke

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Agro-Chemical and Food Company Limited

INVITATION TO TENDER

Tender No. ACFC / 50240
Tender Name: National Competitive tender for the Proposed Rehabilitation Works to Existing Office Block (Including Related Civil, Mechanical and Electrical Works) as Per BoQ, Specifications and Drawings.

Agro-Chemical and Food Company Ltd invites sealed tenders from eligible bidders for the Proposed Rehabilitation Works to Existing Office Block (Including Related Civil, Mechanical and Electrical Works) as Per BoQ, Specifications and Drawings at the factory in Muhoroni.

Interested bidders may obtain further information and inspect the bidding documents from the following offices during normal working hours - 8.00am to 4.00pm, Monday to Friday excluding public holidays.

- **The Purchasing & Supplies Office:** P. O. box 18 – 40107, Muhoroni
  0722 205 447/8 or 0734 242 871, Email: purchasing@acfc.co.ke;

- **ACFC – Nairobi Office** on Harambee Avenue, Jeevan Bharati Building, 7th Floor, room no.710
  Tel: 020-2251453/2230083, Mobile: 0722-205429 or 0734-242872

A complete set of the bidding documents may be obtained by the interested bidders upon payment of a non-refundable fee of **KShs.1,000.00** in cash or bankers’ cheque, payable to Agro-Chemical and Food Company Limited.

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

Completed tender documents are to be enclosed in plain sealed envelopes clearly marked “ACFC/50240” “PROPOSED REHABILITATION WORKS TO EXISTING OFFICE BLOCK AT THE FACTORY IN MUHORONI!” and the words “DO NOT OPEN BEFORE TUESDAY NOVEMBER 30, 2016 AT 1230HRS” and be deposited in the Tender Box at the entrance to the main Administration Block at the factory in Muhoroni or addressed to the address below so as to be received on or before **November 30, 2016 at 12.30pm**;

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

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at the Agro-Chemical and Food Co. Ltd. – Training Room, Muhoroni.

All tenders must be accompanied by a bid security of **Kshs.150,000.00** or an equivalent amount in a freely convertible currency in the form of:

a) A bank guarantee or irrevocable letter or credit issued directly by a reputable bank acceptable to the Procuring entity;
   or

b) A Certified Bankers’ Cheque drawn in favour of Agro-Chemical and Food Company Limited;

THE RESIDENT DIRECTOR & CHIEF EXECUTIVE

www.acfc.co.ke

*****
## SECTION II – INSTRUCTIONS TO TENDERERS

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</table>
2.0 SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the construction by the intended completion date specified in the tender documents.

2.1.2 The procuring entity’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under the Public Procurement and Asset disposal Act, 2015.

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 Cost of Tendering

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

2.2.2 The price to be charged for the tender document shall not exceed Kshs 1000.00

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

2.3 Contents of Tender Document

2.3.1 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
2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 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.

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

2.5 Amendment of Tender Documents

2.5.1 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.

2.5.2 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.
2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender 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.

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the tenderers shall comprise the following components.
   a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
   b) documentary evidence established in accordance with paragraph 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted; and
   c) tender security furnished in accordance with paragraph 2.12
   d) Confidential Business Questionnaire
   e) Qualification Information

2.8 Tender Form

2.8.1. The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the name of the project and validity period of the project.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the project as brought from the Bills of Quantities.

2.9.2 Prices quoted by the tenderer 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 2.20 unless otherwise agreed by the parties.
2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings.

2.11 Tenderers Eligibility and Qualifications

2.11.1 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.

2.11.2 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 fully registered contractor and currently in the list of NCA contractors category 6 and above.

2.11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity’s satisfaction that:
   (a) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

2.12 Tender Security

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

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

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.8

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
   a) Cash
   b) A bank guarantee
   c) Such insurance guarantee approved by the Authority

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 to 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
2.12.6 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.

2.12.7 The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.25 and furnishing the performance security, pursuant to paragraph 2.26.

2.12.8 The tender security may be forfeited:

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

b) in the case of a successful tenderer, if the tenderer fails:
   i) to sign the contract in accordance with paragraph 2.25 or
   ii) to furnish performance security in accordance with paragraph 2.26

c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14 Format and Signing of Tender

2.14.1 The Tenderer shall prepare three copies of the tender, clearly marking each as “ORIGINAL TENDER”, “COPY 1 OF TENDER,” and “COPY 2 OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 **Sealing and Marking of Tenders**

2.15.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL”, “COPY 1” and “COPY 2.” The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name as indicated in the Invitation to Tender and the words “DO NOT OPEN BEFORE NOVEMBER 30, 2016 AT 1230HRS.”

2.15.3 The inner envelopes shall also indicate the **Name & Address of The Tenderer** to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **November 30, 2016 at 1230hrs**.

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, 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.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.
2.17 **Modification and Withdrawal of Tenders**

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, on **November 30, 2016 at 1230hrs** and in the ACFC Training Centre at the Factory premises in Muhoroni.

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

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

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

2.19 **Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.

2.20 Preliminary Examination and Responsiveness

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.21 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Evaluation and Comparison of Tenders

2.21.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, according to the evaluation criteria provided herein only.

2.21.2 The tender evaluation committee shall evaluate the tender within 14 days of the validity period from the date of opening the tender using the following criteria:
### Technical Evaluation Criteria

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<th>S/No</th>
<th>Evaluation Criteria (information is availed in Section VI technical specification and eligibility forms.)</th>
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<tr>
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<td><strong>A Bidders Eligibility Information</strong></td>
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<tr>
<td>1</td>
<td>Business registration documents e.g. Certificate of incorporation, Valid/current NCA registration, Valid tax compliance etc.</td>
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<td>Bidder’s experience in similar assignments</td>
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<td>• Structural remedy of a framed building takes 45%</td>
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<td>• Structural remedy of single storey building 30%</td>
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<td></td>
<td>• Construction of building and civil works 25%</td>
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<td>3</td>
<td>Qualification and experience of key personnel for contract execution. Attach CVs and certified copies of professional certificates</td>
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<tr>
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<td>Bidder’s financial capability/ Certified Statements of Accounts for the last three (3) years. Line of credit / current bank statement for the last 6 months.</td>
<td>5</td>
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<td><strong>B Technical Offer Suitability</strong></td>
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<tr>
<td>1</td>
<td>Show e.g. by photos particular similar work</td>
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<tr>
<td>2</td>
<td>List of tools and equipment for carrying out the work.</td>
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<tr>
<td>3</td>
<td>Methodology of carrying out the project.</td>
<td>15</td>
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<tr>
<td>4</td>
<td>Delivery schedules / work programme</td>
<td>5</td>
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<td><strong>Pass Mark 70%</strong></td>
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2.21.4 The tenderer must attain the pass mark of 70% in the technical evaluation in order for its tender price to be considered.

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

### Contacting the Procuring Entity

2.22.1 Subject to paragraph 2.19 and in accordance with Section 65 of the Public Procurement & Asset Disposal Act, 2015, 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.
2.22.2 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.

2.23 Award of Contract

(a) Post-Qualification

2.23.1 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.

2.23.2 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 2.11 as well as such other information as the Procuring entity deems necessary and appropriate.

2.23.3 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

2.23.4 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.

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

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

(c) Procuring Entity’s Right to Accept or Reject Any or All Tenders

2.23.6 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 tenderer of the grounds for the procuring entity’s action
2.23.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.23.9 A tenderer who gives false information in the tender document about his 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.

2.24 Notification of Award

2.24.1 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.

2.24.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.24.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.26, the Procuring entity will simultaneously inform the other tenderers that their tenderers have not been successful.

2.25 Signing of Contract

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

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

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

2.26 Performance Security

2.26.1 Within Thirty (21) 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.

2.26.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.25 or paragraph 2.26 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.

2.27 Corrupt or Fraudulent Practices

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

2.27.2 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.

2.27.3 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

Notes on the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
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<tbody>
<tr>
<td>2.1.1</td>
<td>This invitation to tender is open to fully Registered Contractors in the Republic of Kenya, and who are currently in the list of NCA Contractors Category 6.</td>
</tr>
<tr>
<td>2.4.1</td>
<td>A written copy of the procuring entity’s response (including an explanation of the query but not identifying the source of the enquiry) shall be emailed to all prospective bidders who would have provided their contact details as required, and shall also be posted on the company’s website: <a href="http://www.acfc.co.ke">www.acfc.co.ke</a> so as to be accessed by all prospective bidders.</td>
</tr>
<tr>
<td>2.5.1</td>
<td>All amendments shall be emailed to all prospective bidders who would have provided their contact details as required, and shall also be posted on the company’s website (<a href="http://www.acfc.co.ke">www.acfc.co.ke</a>) and the IFMIS Portal so as to be accessed by all prospective bidders and will be binding on them.</td>
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<tr>
<td>2.12.1</td>
<td>Amount of tender security: KShs.150,000 or an equivalent amount in a freely convertible currency. NB. The Original Tender security shall be enclosed in the Original Bid Document.</td>
</tr>
<tr>
<td>2.15.2</td>
<td>For tender submission, the Employer’s address is: The Resident Director &amp; Chief Executive Agro-Chemical and food company Limited P.O. Box 18 – 40107, Muhoroni, Kenya. The deadline for submission of tender is: Date: November 30, 2016. Time: 12.30 pm</td>
</tr>
<tr>
<td>2.16.3</td>
<td>Bulky tenders which will not fit in the tender box shall be received by the procuring entity through Resident Director &amp; Chief Executive’s office at the factory (ACFC) in Muhoroni.</td>
</tr>
<tr>
<td>2.26</td>
<td>Amount of performance security: 10% of Contract Price.</td>
</tr>
</tbody>
</table>
3.0. GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bill of Quantities” means the priced and completed Bill of Quantities forming part of the tender.

“Compensation Events” are those defined in Clause 24 hereunder.

“The Completion Date” means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 31.

“The Contract” means the agreement entered into between the Employer and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

“Days” are calendar days; “Months” are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Project Manager upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Contract Data and calculated from the Completion Date.
“Drawings” include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

“Dayworks” are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

“Employer”, or the “Procuring entity” as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“The Intended Completion Date” is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Plant” is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

“Project Manager” is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract and shall be an “Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

“Site” is the area defined as such in the Appendix to Condition of Contract.

“Site Investigation Reports” are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site.
“Specifications” means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

“Start Date” is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Project Manager, which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

(1) Agreement,
(2) Letter of Acceptance,
(3) Contractor’s Tender,
(4) Appendix to Conditions of Contract,
(5) Conditions of Contract,
(6) Specifications,
(7) Drawings,
(8) Bill of Quantities,
(9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

Immediately after the execution of the Contract, the Project Manager shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Employer] with three [3] copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3. Language and Law

3.1 Language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

4 Project Manager’s Decisions

4.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5 Delegation

5.1 The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractor.

6 Communications

6.1 Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.
7 Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations.

8 Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

9 Personnel

9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

10 Works

10.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

11 Safety and Temporary Works

11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant
third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.

11.2 The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.

11.3 The Contractor shall be responsible for the safety of all activities on the Site.

12. Discoveries

12.1 Anything of historical or other interest or of significant value unexpectedly discovered on Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager’s instructions for dealing with them.

13. Work Program

13.1 Within the time stated in the Appendix to Conditions of Contract, the Contractor shall submit to the Project Manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work, including any changes to the sequence of the activities.

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager’s approval of the program shall not alter the Contractor’s obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.
14 Possession of Site

14.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

15 Access to Site

15.1 The Contractor shall allow the Project Manager and any other person authorised by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

16 Instructions

16.1 The Contractor shall carry out all instructions of the Project Manager, which are in accordance with the Contract.

17 Extension or Acceleration of Completion Date

17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.
18 Management Meetings

18.1 A Contract management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure. The Project Manager shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

19 Early Warning

19.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

19.2 The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

20 Defects

20.1 The Project Manager shall inspect the Contractor’s work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor’s responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

20.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is
defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager’s notice. If the Contractor has not corrected a defect within the time specified in the Project Manager’s notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

21  Bills Of Quantities

21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.

21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.

21.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bills of Quantities.

22  Variations

22.1 All variations shall be included in updated programs produced by the Contractor.

22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.

22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not
correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

22.4 If the Contractor’s quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager’s own forecast of the effects of the variation on the Contractor’s costs.

22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.

22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

22.8 All variations shall be handled in accordance with the provisions of section 139(3) of the Public Procurement and Asset Disposal Act, 2015 which states that, ‘No contract price shall be varied upwards within twelve months from the date of the signing of the contract’.

22 Payment Certificates, Currency of Payments and Advance Payments

23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.

23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, Variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager’s instructions except for use upon the Works.

23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in
the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya’s average rate for base lending prevailing as of the first day the payment becomes overdue.

23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

23.5 The Contract Price shall be stated in US dollars or other major currency. All payments to the Contractor shall be made in Kenya Shillings and foreign currency as indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract.

23.7 In the event that an advance payment is granted, the following shall apply:-

a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.

b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

c) Reimbursement of the lump sum advance shall be made by deductions from the interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.
The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

\[
R = \frac{A(x^1-x^{11})}{80 - 20}
\]

Where
- \( R \) = the amount to be reimbursed
- \( A \) = the amount of the advance which has been granted
- \( X^1 \) = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.
- \( X^{11} \) = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

d) With each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

24 Compensation Events

24.1 The following issues shall constitute Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.

(b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.
(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The effects on the Contractor of any of the Employer’s risks.

(j) The Project Manager unreasonably delays issuing a Certificate of Completion.

(k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

24.4 The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.
24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.

24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

25 Price Adjustment

25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.

25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified hereunder;

(i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
(ii)Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

(iii)No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.

25.6 No adjustment shall be made in respect of changes in basic prices of materials, which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.
26 Retention

26.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

27 Liquidated Damages

27.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor’s liabilities.

27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30

28 Securities

28.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer, and denominated in US dollars or other major currency. The Performance Security shall be valid until a date 30 days beyond the date of issue of the Certificate of Completion.

29 Dayworks

29.1 If applicable, the Dayworks rates in the Contractor’s tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be
verified and signed by the Project Manager within two days of the Work being done.

29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30 Liability and Insurance

30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer’s risks:

(a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or

(ii) Negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer’s design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer’s risk except loss or damage due to;

(a) a defect which existed on or before the Completion Date.

(b) an event occurring before the Completion Date, which was not itself the Employer’s risk

(c) the activities of the Contractor on the Site after the Completion Date.

30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including,
without limitation, the Works, Plant, Materials, and Equipment) which are not Employer’s risk are Contractor’s risks.

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

(a) loss of or damage to the Works, Plant, and Materials;
(b) loss of or damage to Equipment;
(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
(d) Personal injury or death.

30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

30.6 Alterations to the terms of insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31 Completion and taking over

31.1 Upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the Works. The Employer shall take over the Site and the Works within seven [7] days of the Project Manager’s issuing a Certificate of Completion.

32 Final Account

32.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project
Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

33 Termination

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

(c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.

(e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a security, which is required.

33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

34 Payment Upon Termination

34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.

34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works.

34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.

34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the
amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

35 Release from Performance

35.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

36 Corrupt gifts and payments of commission

The Contractor shall not:

(a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.

(b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.
37 Settlement Of Disputes

37.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman or Vice Chairman of any of the following professional institutions:

(i) Architectural Association of Kenya

(ii) Institute of Quantity Surveyors of Kenya

(iii) Association of Consulting Engineers of Kenya

(iv) Chartered Institute of Arbitrators (Kenya Branch)

(v) Institution of Engineers of Kenya

on the request of the applying party. The institution written to first by the aggrieved party shall take precedence over all other institutions.

37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising hereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference
amicably with or without the assistance of third parties. Proof of such attempt shall be required.

37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

37.6 The appointment of a replacement Project Manager upon the said person ceasing to act.

37.7 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.

37.8 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.

37.9 Any dispute or difference arising in respect of war risks or war damage.

37.10 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.

37.11 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

37.12 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

37.13 The award of such Arbitrator shall be final and binding upon the parties.
Appendix to Conditions of Contract

SECTION IV SPECIAL CONDITIONS OF CONTRACT

THE EMPLOYER IS AGRO-CHEMICAL AND FOOD COMPANY LIMITED (ACFC)

Address: P. O. BOX 18-40107, MUHORONI, KENYA

The Employer’s Personnel includes:

1. Authorised Representative:
   Name: JOSEPH NJOROGE
   Tel: 254 020 233 4180/1 (0733 756696)
   Email: injoroge@acfc.co.ke

2. The Project Manager is:
   Name: GEORGE E. OBURA
   Address: P. O. BOX 18-40107 – MUHORONI, KENYA
   Tel: 254 020 233 4180/1 (0721 618127)
   Email: gobura@acfc.co.ke

3. The Project Engineer is:
   Name: JAMES NYAMWAYA
   Address: P. O. BOX 18-40107, MUHORONI, KENYA
   Tel: 254 020 233 4180/1 (0733 756696)
   Email: jnyamwaya@acfc.co.ke

4. The Inspection Team Leader is:
   Name: Reuben K. Odhiambo
   Address: P. O. BOX 18-40107, MUHORONI, KENYA
   Tel: 254 020 233 4180/1 (0720 387754)
   Email: rkodhiambo@acfc.co.ke

5. The Lead Consultant is:
   Name: MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND URBAN DEVELOPMENT (STATE DEPARTMENT OF PUBLIC WORKS)
   Address: P.O. BOX 30743 - 00100 GPO NAIROBI, KENYA
   Tel: +254 20 2723 101/778
The name (and identification number) of the Contract is:

**ACFC/50240:** PROPOSED REHABILITATION WORKS TO EXISTING OFFICE BLOCK AT THE FACTORY IN MUHORONI.

The Works consist: SUPPORTING THE STRUCTURE, DEMOLITIONS, CONSTRUCTION OF REINFORCED CONCRETE STRUCTURE, WALLS AND FINISHES AS PER SPECIFICATIONS AND BILLS OF QUANTITIES.

The Start Date shall be ________________________________

The Intended Completion Date for the whole of the Works shall be ________________________________

The following documents also form part of the Contract:

SEE FORM OF AGREEMENT CLAUSE 2.

The Contractor shall submit a revised program for the Works within 14 (FOURTEEN) days of delivery of the Letter of Acceptance.

The Site Possession Date shall be: ________________________________

The Site is located at **ACFC FACTORY PREMISES** and is defined in drawings;

1. No.128/CW/01: BLOCK SITE LAY-OUT PLANS.
2. No.STR-01: NEW FOUNDATIONS, R.C. COLUMNS & GROUND BEAMS TO EXTERNAL UNSTABLE MASONARY PIERS AND SUPPORT SYSTEMS.

The Defects Liability period is SIX MONTHS (days.)

The minimum insurance covers shall be; ________________________________

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor’s faulty design is ________________________________
2. The minimum cover for loss or damage to Equipment is ________________________________
3. The minimum for insurance of other property is ________________________________
4. The minimum cover for personal injury or death insurance
   • For the Contractor’s employees is ________________________________
   • And for other people is ________________________________
The following events shall also be Compensation Events:

1. _____________________________________________________________

2. _____________________________________________________________

3. _____________________________________________________________

4. _____________________________________________________________

The period between Program updates is **14** days.

The amount to be withheld for late submission of an updated Program is ____________________________

The proportion of payments retained is **TEN (10)** percent.

The Price Adjustment Clause **SHALL NOT** (shall/shall not) apply.

The liquidated damages for the whole of the Works is: **0.05% OF THE CONTRACT VALUE INCLUSIVE OF VAT PER CALENDAR DAY UPTO A MAXIMUME OF 5%**.

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price **TEN (10)** percent (%)

The Completion Period for the Works is ____________________________ [Weeks]

The rate of exchange for calculation of foreign currency payments is ____________________________.

The schedule of basic rates used in pricing by the Contractor is as attached [Contractor to attach].

Advance Payment ____________________________ shall/ shall not be granted.
SECTION V - SUMMARY SPECIFICATIONS

FOR THE PROPOSED REHABILITATION WORKS TO EXISTING OFFICE BLOCK

5.1 GENERAL
5.1.1. These specifications describe the basic requirements using the provided design to carry out works for the structural remedying to the new administration block. Tenderers are requested to submit with their offers the detailed specifications/wok methodology and filled BOQ for this contract.

5.1.2 Tenderers must indicate on the offers how they are going to integrate the civil works with other work. If sub-contractor is to be involved then it must be clearly stated.

5.1.3 Tenderer is advised to visit the site before preparation and submission of its bid to familiarize itself with the site condition.

The site visit is scheduled for November 15, 2016 at 10.30am. Prospective bidders are to meet their own transport costs. A representative of ACFC will be available to meet the prospective bidders’ representatives and guide them through site assessment visit.

5.1.4 The tenderers are requested to present information along with their offers as follows:-
(i) Shortest possible delivery period.
(ii) Details of civil works including details of supporting the building as work proceeds(work methodology).
(iii) Manpower and equipment requirements for this job.

5.2 PARTICULARS

5.2.1 Introduction

Agro Chemical and Food Company Limited (ACFC) produces 60,000 liters per day ethanol from its distillery, consisting of continuously fed, sugar cane molasses based, fermentation plant and multi-pressure distillation plant. The company has an existing Administration block that was designed to house Human Resource, marketing, Procurement, Finance and Audit Departments. It also has a reception and a small conference room.

5.2.2 Description of the Refurbishment works

The ground where the building is constructed is black cotton soil and is within ACFC Factory premises as per soil tests previously done. The civil works shall be as per
attached tender BOQ and drawing. The civil works required for the remedying to the structural defects must be done to ensure the building average 36x22metres with an existing concrete roof slab is adequately supported and safe for occupants.

5.2.3 Design Basis

The following are a summary of the specifications for the structural remedying.

- Adequate propping of the building to support the suspended beams and roof slab.
- Demolitions as necessary to allow for the construction of new elements required for structural remedy.
- Excavation to allow for the construction of the new columns, ground beams and expanded strip footing as per drawing and BOQ.
- Construction of upper columns and reconstruction of wall including repairs to affected floor slab areas.
- Connecting the new columns to existing upper beams and making good all defects in suspended slab.
- Backfilling in approved quality murram and construction of adequate drainage around the building.
- Reconstruction and installation of all services to the building namely plumbing, electrical cabling, telephone and data lines etc.
- Carry out finishes and remove props including clearing site.
SECTION VI - STANDARD FORMS

Notes on the Standard Forms:

6.1 Form of Tender
This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

6.2 Confidential Business Questionnaire Form
This form must be completed by the tenderer and submitted with tender documents.

6.3 Tender Security Form
When required by the tender document, the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

6.4 Contract Form
The Contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

6.5 Performance Security Form
The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

6.6 Bank Guarantee for Advance Payment.
When there is an agreement to have Advance payment, this form must be duly completed.

6.7 Letter of Notification of Award
this form shall be completed by ACFC and send to the successful bidder on award.

6.8 Site Visit Clearance Certificate
To be completed and signed by the representatives of both the bidder and ACFC during the site visit and submitted as with the bid document.

6.9 Tender Declaration Form
This form must be completed by the tenderer and submitted with tender documents.

6.10A Form SD1: Self Declaration for Non-Debarment
This form must be completed by the tenderer and submitted with tender documents.

6.10B Form SD2: Anti-Corruption Declaration Commitment/Pledge
This form must be completed by the tenderer and submitted with tender documents.
6.1 **FORM OF TENDER**

Date ________________

Tender No. __________

To: _____________________

[insert name and address of procuring entity]

**Gentlemen and/or Ladies:**

1. Having examined the tender documents including Addenda Nos. ……………………………….
   the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ……………………………………………) in conformity with the said tender documents for the sum of ……………………………………………………………. (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to __________ percent of the Contract Price for the due performance of the Contract , in the form prescribed by …………………. ……………. (Procuring entity).

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this ________________ day of ________________ 20 ______

______________________________

[signature]

[in the capacity of]

Duly authorized to sign tender for an behalf of ____________________________

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6.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

**Part 1 – General:**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Location of business premises.</th>
<th>Plot No.</th>
<th>Street/Road</th>
<th>Postal Address</th>
<th>Tel No.</th>
<th>Fax</th>
<th>E mail</th>
</tr>
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<table>
<thead>
<tr>
<th>Nature of Business</th>
<th>Registration Certificate No.</th>
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<tr>
<th>Maximum value of business which you can handle at any one time – Kshs.</th>
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<table>
<thead>
<tr>
<th>Name of your bankers</th>
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</table>

**Part 2 (a) – Sole Proprietor**

<table>
<thead>
<tr>
<th>Your name in full</th>
<th>Age</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Nationality</th>
<th>Country of origin</th>
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- Citizenship details

**Part 2 (b) Partnership**

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
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<tbody>
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**Part 2 (c) – Registered Company**

<table>
<thead>
<tr>
<th>Private or Public</th>
<th>Nominal &amp; Issued capital of company-</th>
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<tbody>
<tr>
<td></td>
<td>Nominal Kshs.</td>
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<table>
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<tr>
<th>Given details of all directors as follows</th>
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<tr>
<td>Name</td>
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Date | Seal/Signature of Candidate
-----|---------------------------
6.2B  QUALIFICATION INFORMATION

1. Individual tenderers or individual members of joint ventures

1.1 Constitution or legal status of tenderer (attach copy or incorporations Certificate):

   Place of registration: ______________________________
   Principal place of business: ______________________________
   Power of attorney of signatory of tender: ______________________________

1.2 Total annual volume of construction work performed in the last five years

<table>
<thead>
<tr>
<th>Year</th>
<th>Volume</th>
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</table>

1.3 Work performance as main contractor on works of a similar nature and volume over the last five years. Also list details of work underway or committed, including expected completion date.

<table>
<thead>
<tr>
<th>Project name</th>
<th>Name of client and contact person</th>
<th>Type of work performed and year of completion</th>
<th>Value of Contract</th>
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1.4 Major items of Contractor's Equipment proposed for carrying out the works. List all information requested below.

<table>
<thead>
<tr>
<th>Item of equipment</th>
<th>Description, make and age (years)</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom?), or to be purchased (from whom?)</th>
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<td>(etc)</td>
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</table>
1.5 Qualification and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Years of experience (general)</th>
<th>Years of experience in proposed position</th>
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<tr>
<td>(etc)</td>
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</table>

1.6 Financial reports for the last five years; balance sheets, profit and loss statements, auditor’s reports, etc. List below and attach copies.

1.7 Evidence of access to financial resources to meet the qualification requirements; cash in hand, lines of credit, etc. List below and attach copies of supporting documents.

1.8 Name, address and telephone and fax numbers of banks that may provide reference of contractor by the Employer.

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

1.10 Proposed program (work method and schedule) for the whole of the Works.

1.11 Design facilities and software available with tenderer e.g. AutoCAD

1.12 Source of Building Materials
   i. Source of reinforcement bars
   ii. Source of Cement
   iii. Source of Sand
2. **Joint Ventures**

2.1 The information listed in 1.1. – 1.10 above shall be provided for each partner of the joint venture.

2.2 The information required in 1.11 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

   a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

   b) One of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and

   c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
Whereas ……………………………………………………………………………………………………………………………… [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ………… [date of submission of tender] for the supply, installation and commissioning of ………………………………… [name and/or description of the equipment] (hereinafter called “the Tender”) …………………………………………….. KNOW ALL PEOPLE by these presents that WE ……………………… ……………… of ……………………………………………. having our registered office at ………………… (hereinafter called “the Bank”), are bound unto …………….. [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of ………………………………….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _______________ day of _______________ 20 ____________.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

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

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

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

_____________________________________________

[signature of the bank]

(Amend accordingly if provided by Insurance Company)
6.4 CONTRACT FORM

THIS AGREEMENT made the ______ day of ______ 20 ______ between ……………… [name of Procurement entity) of ……….. [country of Procurement entity] (hereinafter called “the Procuring entity) of the one part and …………………….. [name of tenderer) of ………….. [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of …………………………… [contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

   (a) the Tender Form and the Price Schedule submitted by the tenderer
   (b) the Schedule of Requirements
   (c) the Technical Specifications
   (d) the General Conditions of Contract
   (e) the Special Conditions of contract; and
   (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by __________ the ________________ (for the Procuring entity)

Signed, sealed, delivered by __________ the ________________ (for the tenderer in the presence of ____

________________________
6.5 PERFORMANCE SECURITY FORM

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

WHEREAS .............................................. [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. __________________________ [reference number of the contract] dated ________ 20 _________ to supply .......................................................... [description of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the ________ day of ________ 20 _________

Signed and seal of the Guarantors

________________________________________
[name of bank or financial institution]

________________________________________
[address]

________________________________________
[date]
(Amend accordingly if provided by Insurance Company)
6.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To …………………………………

[name of Procuring entity]

[name of tender] …………………

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ……………………………………………………… [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of …… …………………. [amount of guarantee in figures and words].

We, the ……………………………. [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding …………………. [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ………… [date].

Yours truly,

Signature and seal of the Guarantors

__________________________________________________________

[name of bank or financial institution]

__________________________________________________________

[address]

__________________________________________________________

[date]
6.7 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: ___________________________
    ___________________________
    ___________________________
    ___________________________

RE: Tender No. ___________________________

Tender Name ___________________________

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

____________________________________________________________________________________________________________________________

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   (FULL PARTICULARS) ________________________________________________________________________________________________

____________________________________________________________________________________________________________________________

SIGNED FOR ACCOUNTING OFFICER
Tender No.     ACFC / 50240
Tender Name: National Competitive tender for the Proposed Rehabilitation Works to Existing Office Block (Including Related Civil, Mechanical and Electrical Works) as Per BoQ, Specifications and Drawings.

SITE VISIT CLEARANCE CERTIFICATE

This is to certify that M/s. ______________________________________________ have visited Agro Chemical and Food Company Ltd and assessed the Existing Office Block as required by this tender.

ACFC Representative

Name: ______________________________________________
Signature: __________________________________________
Date: ______________________________________________

Tenderer’s Representative

Name: ______________________________________________
Signature: __________________________________________
Date: ______________________________________________
6.9 TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Bid Submission]
Tender No.: [insert number of bidding process]
To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we- (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
   a. Our receipt of a copy of your notification of the name of the successful Bidder; or
   b. Thirty days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: ………………………………………………………………………………………………………………………………………………………………………………………

Capacity / title (director or partner or sole proprietor etc.) …………………………………………………………………………………………………

Name: ………………………………………………………………………………………………………………………………………………………………………………………

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on ………………… day of …………………, ………………… [Insert date of signing]

Seal or stamp

I, ……………………………………………of P. O. Box ………………………. being a resident of …………………………………………… in the Republic of ……………………… do hereby make a statement as follows:

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/ Principal Officer/ Director of ………………………………………………………………………………………………… [insert name of the Company] who is a Bidder in respect of Tender No. ACFC/50240 for the Proposed Rehabilitation Works to Existing Office Block for Agro Chemical and Food Company Ltd at the Factory in Muhoroni and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

……………………………………………………………………………………………………………
(Title) (Signature) (Date)

Bidder’s Official Seal/Stamp
SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, ……………………………………...of P. O. Box …………………… being a resident of ……………………………………..in the Republic of ……………….do hereby make a statement as follows:-

1. THAT I am the Chief Executive/ Managing Director/ Principal Officer/ Director of ……………………………………..[insert name of the Company] who is a Bidder in respect of Tender No.ACFC/50240 for the Proposed Rehabilitation Works to Existing Office Block for Agro Chemical and Food Company Ltd at the Factory in Muhoroni and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Agro Chemical and Food Company Ltd which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Agro Chemical and Food Company Ltd.

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

………………………………. …………………………………. ………………………………….
(Title) (Signature) (Date)

Bidder’s Official Seal/Stamp
APPLICATION NO…………..OF………….20…….. 

BETWEEN

…………………………………………….APPLICANT

AND

…………………………………RESPONDENT (Procuring Entity)

Request for review of the decision of the……………. (Name of the Procuring Entity) of ……………dated the…day of ………….20……….in the matter of Tender No…………..of ………….20…

REQUEST FOR REVIEW

I/We……………………………,the above named Applicant(s), of address: Physical address………….....Fax No……Tel. No……Email ………………., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.
2.
   etc.

By this memorandum, the Applicant requests the Board for an order/orders that:
- 1.
- 2.
   etc

SIGNED ……………….(Applicant)

Dated on……………day of …………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on …………. day of ………….20………. 

SIGNED

Board Secretary
ACFC / 50240: TENDER FOR THE PROPOSED REHABILITATION WORKS TO EXISTING OFFICE BLOCK

BIDDING CHECKLIST
A set of three documents (One Original Tender and Two Copies)

1. Sealing and Marking of Tenders:
   a. To be enclosed in separate envelopes bearing the words “ORIGINAL” “COPY 1” and “COPY 2.” On the front and name & address of the bidder on the back.
   b. The three envelopes shall then be sealed in an outer envelope bearing the tender reference number and name as indicated in the Invitation to Tender and the words “DO NOT OPEN BEFORE NOVEMBER 8, 2016 AT 1230HRS.” and addressed appropriately.

2. Site Visit for this Tender is scheduled for: November 15, 2016 at 10.30am
4. Tender Opening Date & Time: November 30, 2016 at 1230hrs
5. Tender Opening Venue: ACFC Training Centre at the Factory premises in Muhoroni.
6. Any correction must only be cancelled and countersigned NOT ERASED.

7. SCHEDULE OF MANDATORY REQUIREMENTS
   1.1. Tender Security: KShs.150,000.00
   1.2. Duly completed Form of Tender
   1.3. Certificate of Incorporation
   1.4. Certified Form CR12
   1.5. Current Single Business permit/Business Permit
   1.6. Tax Compliance Certificate
   1.7. Current Registration with National Construction Authority (NCA) category-6 in building works Certified
   1.8. Site Visit Clearance Certificate
   1.9. Duly completed Tender Declaration Form
   1.10. Duly completed self-declaration Form SD1
   1.11. Duly completed self-declaration Form SD2

8. OTHER REQUIREMENTS
   1.1. Priced Bill of Quantities
   1.2. Proposed Program of Works (Work Methodology & Schedule)
   1.3. Duly completed Confidential Business Questionnaire
   1.4. Work Performance as Main Contractor on Satisfactorily Completed Similar Works in the last five (5) years (attach evidence)
   1.5. Schedule of Ongoing Projects
   1.6. Schedule of Major items of Contractors Machines/Equipment proposed for the Assignment
   1.7. Schedule of Qualifications & Experience of Key Personnel (attach copies of CVs & Certificates)
   1.8. Schedule of Financial Standings / Schedule of other supplementary information, attach:
      a. Audited accounts statements for the last three (3) years
      b. Certified Bank Statements for the last six months
      c. Letter of credit from the bank
   1.9. Specified Source(s) of the Building Materials for the Proposed Works

Note: All documents submitted must be current, valid and certified as true copies of originals.
TENDER NO. ACFC/ 50030C

Bill of Quantities for the Proposed Rehabilitation Works to the Existing Office Block (Including Related Civil, Mechanical and Electrical Works) at the Factory in Muhoroni

Agro-Chemical and Food Company Limited
P.O. Box 18 - 40107 Muhoroni, Kenya
Tel: +254 722 205447/8, 734 242871
Email: admin@acfc.co.ke; purchasing@acfc.co.ke

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<table>
<thead>
<tr>
<th>S/NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
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<tbody>
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<td></td>
<td><strong>ELEMENT NO. 1</strong></td>
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<tr>
<td></td>
<td><strong>DEMOLITIONS AND ALTERATIONS</strong></td>
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<td><em>(ALL PROVISIONAL)</em></td>
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<td></td>
<td><strong>The items of demolitions and removal shall include making good disturbed</strong></td>
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<td></td>
<td><strong>areas to match existing and loading and carting away debris unless</strong></td>
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<td></td>
<td><strong>otherwise specified.</strong></td>
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<td></td>
<td><strong>Supports</strong></td>
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<tr>
<td>A</td>
<td>Provide and prop up the existing 150mm thick reinforced concrete roof slab</td>
<td>ITEM</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>2M wide X 126LM for the entire execution of the works as directed by the</td>
<td></td>
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<tr>
<td></td>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Carefully cut and demolish existing alternate masonry piers (500 X 200 X</td>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4000mm high) and cart away debris from site (46 No.).</td>
<td></td>
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<tr>
<td>C</td>
<td>Carefully remove existing masonry wall and store stones for reuse as</td>
<td>ITEM</td>
<td></td>
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<tr>
<td></td>
<td>directed by the Project Manager (approximately 171SM)</td>
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<td>D</td>
<td>Carefully remove existing doors size 2000 X 2400mm high and store it for</td>
<td>ITEM</td>
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<td></td>
<td>re-fixing (1 No.).</td>
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<td></td>
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<tr>
<td>E</td>
<td>Carefully remove existing doors size 800 X 2400mm high and store it for</td>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>re-fixing (1 No.)</td>
<td></td>
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<tr>
<td></td>
<td><strong>Windows</strong></td>
<td></td>
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<tr>
<td></td>
<td>Carefully remove existing aluminium beadings, rubber gasket (lining) on</td>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>37 No. windows including glass and store it for re-fixing.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Carefully remove existing aluminium windows size 1750 X 1500mm high and</td>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>store it for re-fixing (37 No.)</td>
<td></td>
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<td></td>
<td>Carried to collections</td>
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<tr>
<td></td>
<td>Demolitions and alterations</td>
<td></td>
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<tr>
<td>S/NO.</td>
<td>DESCRIPTION</td>
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</tr>
<tr>
<td>A</td>
<td>Ceramic floor tiles</td>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demolish existing ceramic floor tiles around columns and cart away debris (approximately 60 SM)</td>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Concrete floor slab</td>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cut and demolish existing concrete floor slab around columns and cart away debris including BRC (Approximately 60SM).</td>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Carefully remove murrum blinding and hardcore and store materials for re-use as directed by the Project Manager (Approximately 60SM).</td>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CARRIED TO COLLECTION</td>
<td>ITEM</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>COLLECTION</td>
<td>ITEM</td>
<td></td>
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<tr>
<td></td>
<td>BROUGHT FORWARD FROM PAGE 1</td>
<td>ITEM</td>
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</tr>
</tbody>
</table>

Element No. 1

DEMOLITIONS AND ALTERATIONS
<table>
<thead>
<tr>
<th>S/NO</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>ELEMENT NO. 2</strong></td>
</tr>
<tr>
<td></td>
<td><strong>UNDERPINNING WORKS</strong></td>
</tr>
<tr>
<td></td>
<td>(ALL PROVISONAL)</td>
</tr>
<tr>
<td></td>
<td><strong>Site clearance</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Excavate in black cotton soil including maintaining and supporting side and keeping free from water, mud and fallen objects.</strong></td>
</tr>
<tr>
<td>A</td>
<td>For column pits commencing at ground level not exceeding 1.5m deep and cart away.</td>
</tr>
<tr>
<td>B</td>
<td>For column pits exceeding 1.5m but not exceeding 3.0m deep and cart away.</td>
</tr>
<tr>
<td>C</td>
<td>Extra over in hardrock class II occurring in any position</td>
</tr>
<tr>
<td>D</td>
<td>Allow for planking and strutting.</td>
</tr>
<tr>
<td>E</td>
<td>Allow for keeping excavations free from any surface water by pumping or by an other means</td>
</tr>
<tr>
<td></td>
<td><strong>Disposal</strong></td>
</tr>
<tr>
<td>F</td>
<td>Import murrum for backfilling and compact in layers of 200mm around pits.</td>
</tr>
<tr>
<td></td>
<td><strong>Imported filling</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Anti-termite treatment</strong></td>
</tr>
<tr>
<td>G</td>
<td>Chemical anti-termite treatment as Adrex 48 orn equally approved executed by an approved specialist under a ten year guarantee to surfaces of hardcore, etc.</td>
</tr>
<tr>
<td></td>
<td><strong>Damp proof membrane</strong></td>
</tr>
<tr>
<td>H</td>
<td>1000 gauge polythene laid under surface beds.</td>
</tr>
</tbody>
</table>

**AMOUNT**
<table>
<thead>
<tr>
<th>S/NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td></td>
<td><strong>ELEMENT NO. 2 CONT'</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>Plain concrete (1:4:8)</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>50mm thick blinding under strip foundations.</td>
<td>SM</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Vibrated reinforced concrete class 25/20 in:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Sub columns</td>
<td>CM</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Bases</td>
<td>CM</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Ground beam</td>
<td>CM</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Floor slab, 150mm thick</td>
<td>SM</td>
<td>60</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>Reinforcement steel</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Y16</td>
<td>KG</td>
<td>3490</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Y12</td>
<td>KG</td>
<td>2455</td>
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<tr>
<td>H</td>
<td>Y8</td>
<td>KG</td>
<td>541</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Layer of mesh fabric reinforcement laid in slab or bed with 200mm side and</td>
<td>SM</td>
<td>60</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>end labs Ref:A142 weighing 2.22kg per square metre.</td>
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<tr>
<td></td>
<td><strong>Formwork</strong></td>
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</tr>
<tr>
<td>J</td>
<td>Vertical sides of sub columns and bases.</td>
<td>SM</td>
<td>384</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Expansion joint</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>K</td>
<td>25mm thick expansion joint with flexcel fillet material.</td>
<td>LM</td>
<td>126</td>
<td></td>
<td></td>
</tr>
<tr>
<td>L</td>
<td>25 X 25mm mastic sealant material at the top (expendite sealer)</td>
<td>LM</td>
<td>126</td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>COLLECTION</strong></td>
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<td>BROUGHT FORWARD FROM PAGE 3</td>
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<td></td>
<td>BROUGHT FORWARD FROM PAGE ABOVE</td>
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<tr>
<td></td>
<td>Vibrated reinforced concrete Class 25/20</td>
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<tr>
<td>A</td>
<td>Columns</td>
<td>CM</td>
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<td>B</td>
<td>Reinforcement</td>
<td>KG</td>
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<td>C</td>
<td>High yield deformed steel bar reinforcement to B.S. 4461 in:</td>
<td>KG</td>
<td>273</td>
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<tr>
<td>D</td>
<td>Sides of columns.</td>
<td>SM</td>
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<td>SUPERSTRUCTURE WALLING</td>
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<td></td>
<td>External</td>
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</tr>
<tr>
<td></td>
<td>Approve machine dressed natural quarry stone walling</td>
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<tr>
<td></td>
<td>bedded and jointed in cement and sand mortar (1:3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and reinforced with hoop iron at every alternate course :</td>
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</tr>
<tr>
<td>E</td>
<td>Walling, thickness 200mm.</td>
<td>SM</td>
<td>171</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>200mm wide damp proof course with 150mm.</td>
<td>LM</td>
<td>126</td>
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<tr>
<td>A</td>
<td>Take and fix 2000 X 2400mm high double leaf panelled door in hardwood including fixing new funlight at the top.</td>
<td>NO.</td>
<td>1</td>
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<tr>
<td>B</td>
<td>Take fix 800 X 2400mm high single leaf panelled door in hardwood including fixing new funlight at the top.</td>
<td>NO.</td>
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<td><strong>Painting</strong></td>
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</tr>
<tr>
<td>C</td>
<td>Knot prime and stop and prepare and apply three coats of clear polyurethane varnish to:</td>
<td>SM</td>
<td>12</td>
<td></td>
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<tr>
<td>D</td>
<td>Surfaces of wooden doors</td>
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<tr>
<td></td>
<td>To surfaces of wood 100-200mm girth.</td>
<td>LM</td>
<td>10</td>
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<td><strong>ELEMENT NO. 5</strong></td>
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<tr>
<td></td>
<td>WINDOWS</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Take and fix all aluminium windows and make good any disturbed surfaces (labour only)</td>
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</tr>
<tr>
<td>A</td>
<td>1750 X 1500mm</td>
<td></td>
<td>31</td>
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</tr>
<tr>
<td>B</td>
<td>1450 X 1300mm high</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>560 X 1300mm high</td>
<td></td>
<td>1</td>
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<tr>
<td>D</td>
<td>940 X 850mm high</td>
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<td>2</td>
<td></td>
<td></td>
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<tr>
<td>E</td>
<td>850 X 850mm high</td>
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<td>2</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Glazing</td>
<td></td>
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<tr>
<td></td>
<td>Take and fix only 5mm thick clear glass including aluminium beads and rubber gasket</td>
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<td></td>
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</tr>
<tr>
<td>F</td>
<td>Panes 0.5 to 1.0 square metres.</td>
<td></td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Panes 0.5 to 1.0 square metres.</td>
<td></td>
<td>60</td>
<td></td>
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<tr>
<td></td>
<td>ELEMENT NO. 6</td>
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<td>WINDOWS</td>
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<tr>
<td></td>
<td>EXTERNAL FINISHES</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Cement and sand (1:3) rendering.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>A</td>
<td>25mm thick cement and sand rendering to roof beam, finished with a wood float.</td>
<td>SM</td>
<td>152</td>
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<tr>
<td>B</td>
<td>Extra over horizontal and vertical moulding in cement and sand (1:3) mortar to external wall.</td>
<td>SM</td>
<td>171</td>
<td></td>
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<tr>
<td></td>
<td><strong>Prepare and apply three coats of permaplast long lasting exterior paint/weatherguard on:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Fair faced surfaces of walls.</td>
<td>SM</td>
<td>152</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Internal wall finishes</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Apply 12mm thick guard lime plaster (1:2:9) in two coats finished with steel float on walls and beams.</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>D</td>
<td>Plaster to walls internally.</td>
<td>SM</td>
<td>171</td>
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<td></td>
</tr>
<tr>
<td></td>
<td><strong>Prepare and apply three coats of permaplast long lasting exterior paint/weatherguard on:</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Plastered walls internally.</td>
<td>SM</td>
<td>171</td>
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</tr>
<tr>
<td></td>
<td><strong>Cement and sand screed</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>In situ cement and sand (1:3) screed beds with steel trowelled finished on concrete.</strong></td>
<td></td>
<td></td>
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<tr>
<td>F</td>
<td>30mm thick, but to receive non-slip ceramic floor tiles.</td>
<td>SM</td>
<td>60</td>
<td></td>
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</tr>
<tr>
<td>G</td>
<td>300 X 300 X 8mm thick non-slip ceramic floor tiles with matching grouting cement.</td>
<td>SM</td>
<td>60</td>
<td></td>
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</tr>
<tr>
<td>H</td>
<td>100 X 50mm high ditto skirting.</td>
<td>SM</td>
<td>70</td>
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| A     | ELEMENT NO. 8  
        | PROVISIONAL SUMS AND CONTINGENCY  
        | Allow for Kenya Shillings one million five hundred thousand only for preliminary works as shall be directed by the Project Manager.  
        | Allow for Kenya Shillings One Million five hundred thousand only to be used for external works (pavings, drainages), all as per design and as directed by the Project Manager.  
        | Allow for Kenya Shillings three hundred thousand only to be used for project management.  
        | Allow for a contingency sum of Kenya Shillings seven hundred thousand to be used for any unforeseen activities only by approval of Project Manager.  

PROVISIONAL SUM + CONTINGENCY TAKEN TO SUMMARY
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<th>SECTION SUMMARY - REHABILITATION WORKS TO EXISTING OFFICE BLOCK</th>
<th>KSHS.</th>
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<td>3 R.C. SUPERSTRUCTURE</td>
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<td>4 SUPERSTRUCTURE WALLING</td>
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<tr>
<td>5 DOORS</td>
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<td>6 WINDOWS</td>
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<td>7 EXTERNAL FINISHES</td>
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<tr>
<td>8 PROVISIONAL SUM</td>
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</table>

Rehabilitation to works to Existing Office Block - ACFC Muhoroni.

TOTAL TAKEN TO TENDER FORM (VAT INCLUSIVE)

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

.................................................................

SIGN: ......................................................... DATE: ..........

CONTRACTOR

NOTE: 1. Allow for insurance of workers by a reputable insurance company.
2. Contractor to comply with all Ministry of Labour regulations.
3. Any correction must only be cancelled and countersigned NOT ERASED.
4. Allow for submission of 10% Performance Bond.
5. Bidders advised to visit site before quoting.