



NATIONAL CEREALS AND PRODUCE BOARD

Leaders in Trade & Management of Agricultural Commodities

TENDER DOCUMENT FOR:

**RENOVATION OF STORE 003 AND ABLUTION BLOCK AT
MALABA DEPOT**

TENDER NO. NCPB/RENOVATION/MALABA/15/2020– 2021

**NATIONAL CEREALS AND PRODUCE BOARD
NYUMBA YA NAFKA
MACHAKOS/ENTERPRISE ROADS
INDUSTRIAL AREA
P.O. BOX 30586
NAIROBI**

Website: www.ncpb.co.ke

SECTION I – INVITATION TO TENDER

National Cereals and Produce Board, now invites sealed bids from reputable building and civil contractors for renovation of store 003 at Malaba depot.

The tender document with detailed information may be obtained from **the office of NCPB's Procurement Manager** during normal working hours upon payment of non-refundable fee of **Kshs.1,000.00 (Kshs. One thousand)** only in cash or a banker's cheque drawn in favour of National Cereals and Produce Board at NCPB's cash office in Nafaka House Industrial Area between 9.00 am and 3.00 pm.

The tender document may also be downloaded free of charge from the IFMIS contractor portal: contractor.treasury.go.ke or/and NCPB's website: www.ncpb.co.ke

The completed tender should be submitted in a plain sealed envelope clearly marked in bold letters: **-TENDER FOR RENOVATION OF STORE 003 AND ABLUTION BLOCK AT MALABA DEPOT TENDER NO: NCPB/RENOVATION/MALABA/15/2020-2021** addressed to: -

**THE MANAGING DIRECTOR,
NATIONAL CEREALS AND PRODUCE BOARD,
NYUMBA YA NAFKA,
MACHAKOS/ ENTERPRISE ROADS,
INDUSTRIAL AREA,
P.O BOX 30586,
NAIROBI.**

and physically deposited in the tender box located at the reception area of NCPB's headquarters, Nyumba ya Nafaka, situated along Machakos road, Industrial Area-Nairobi so as to be received on or before **26th January, 2020 at 12.00 noon.**

Tenders shall be opened soon thereafter at the NCPB Gilfillan hall in the presence of interested bidders or their representatives who choose to attend.

Bidders are advised to send details of **ONE** representative to attend bid opening, one day before the tender closing date to enable NCPB make necessary arrangements in compliance with MOH guidelines on Covid19.

Bulky or large bid documents which cannot fit through the slot of the Tender Box must be delivered to the Office of the Head of Procurement Services situated on the First floor of the above address.

Late tenders shall be rejected and returned un-opened.

Canvassing will lead to automatic disqualification

Prospective bidders are invited for a Mandatory Site Visit at Malaba Depot on any day during the bidding period at official working hours between 8.30 am and 4.00 pm

SECTION II – INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

National Cereals and Produce Board, invites sealed bids from reputable contractors for renovation of store 003 at Malaba depot.

1.0.1 ELIGIBILITY OF TENDERES

- a) This Invitation to tender is open to all the eligible building and civil contractors as described in Invitation to Tender (ITT) above.
- b) NCPB's employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender.
- c) Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent Practices or debarred to participate in public procurement.

1.0.2 COST OF BIDDING

Inherent cost and responsibilities for noting during bidding are: -

- (i) The costs of preparing the tender and of negotiating the Contract, including any visit to the site are not reimbursable as a direct cost of the assignment; and
- (ii) The Board is not bound to accept any of those costs regardless of the conduct or outcome of the bidding process.

1.0.3 Mobilization, Commencement and Completion of Work Time Frame.

Contractors should be able to meet the time frame indicated hereunder: -

- a) Mobilization and placement of personnel, tools and equipment at site within seven (7) days from date the contract is signed.
- b) Completion of all the works specified in this tender document within the stipulated time in the contract.
- c) Removal of old materials and debris arising from the works seven (7) days from the date of completion of works.

2 ENQUIRIES/CLARIFICATIONS

2.1 A prospective tenderer requiring any clarification of the tendering documents may notify NCPB in writing including email to the address below before deadline for the submission of tenders.

i) Tel: +254-020- 536028

ii) Email address: supplies@ncpb.co.ke, ncpbsupplies@gmail.com

iii) Letter delivered by hand/post

2.2 Bidders may request a clarification of the tender document only up to four [4] days before the tender submission date. Written copies of the Board's 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

2.3 The Board shall reply to any clarifications sought by the bidders within 2 days of receiving the request to enable the bidder to make timely submission of his/her tender.

3 AMENDMENTS

- 3.1 At any time prior to the deadline for submission of tenders the Board for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the tender document by issuing an addendum.
- 3.2 All tenderers who have been issued with the tender document shall be notified of any amendment by post, fax or email and such amendment will be binding on them.
- 3.3 Bidders are advised to regularly visit NCPB website www.ncpb.co.ke during the bidding period for any clarification / amendments / addendums.

4 LANGUAGE AND CURRENCY

4.1 The language of the bid and correspondences shall be in English language. Any printed literature furnished by the bidder 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 bid, the English language translation shall govern.

4.2 The bid price must be quoted in Kenya Shillings (Kshs)

5.0 SUBMISSION OF BIDS

5.1 It is the duty of the tenderer to ensure that he/she carefully reads the tender document to enable him/her adequately complete the bid documents. Failure to furnish all information required by the tender documents or to complete/submit the bid in conformity with the requirements of this tender document may result to its disqualification/rejection.

5.2 The tenderer has been provided with the following forms to complete in section iv of this tender document:

Form T1 - Business Questionnaire

Form T2 - Declaration Form

Form T3 - Power of Attorney

Form T4 - Site Visit Form

Form F1 - Form of tender

Form F2 - Priced Bill of Quantities

N.B. These forms constitute part of the tender and failure to complete will lead to tender being rejected/disqualified.

5.3 All bids must be completed in indelible ink and signed by the tenderer or a person who is duly authorized. Any alteration or over writing should be initialed by the person signing the bid document. A bid not duly signed shall be considered non-responsive and shall be disqualified.

5.4 It is the duty of the bidder to ensure that he carefully reads the tender document to enable him/her adequately complete the bid documents. Failure to furnish all information required by the tender document or to complete/submit the bid in conformity with the requirements of this tender document shall result to its disqualification / rejection.

- 5.5 The bidder shall submit his/her bid as a **two envelope** tender.
- 5.6 The bidder shall submit bid documents **in two segments i.e. Segment one** will be the **technical bid** and **segment two** the **financial bid**.
- 5.7 **Segment one** which is the **technical bid** (Forms marked T1-T4) shall be submitted **in two sets** one which shall be the original document to be clearly marked "**Original Technical Bid**" and the other a **replica** of the original technical bid to be clearly marked "**Copy Technical bid**". The markings should be in capital, bold and prominent letters. *The two documents shall be enclosed in an envelope and sealed.*
- 5.8 **Segment two** which is the **Financial Bid** (Forms F1 and F2) shall be submitted in **two sets** one which shall be the original document to be clearly marked "**Original Financial Bid**" and the other a **replica** of the original financial bid to be clearly marked "**Copy Financial Bid**". The markings should be in capital, bold and prominent letters. The two documents shall be enclosed in an envelope and sealed.
- 5.9 Both the Technical Bid and Financial Bid enclosed in their separate envelopes should be inserted in one outer envelope boldly and clearly marked: "**TENDER FOR RENOVATION OF STORE 003 AT MALABA DEPOT TENDER NO: NCPB/RENOVATION/MALABA/15/2020– 2021**".
- 5.10 All bids must be completed in indelible ink and be **signed** by a person duly authorized by the company. Any alteration and over writing should be initialed by the person signing the bid document. **A bid not duly signed shall be considered non-responsive and shall be disqualified.**
- 5.11 Where the bidder submits unsealed or improperly marked envelopes the bid will be disqualified and the Board will not assume any responsibility for the bids misplacement or mishandling.
- 5.12 Before the deadline for submission of tenders, the Board may modify the tendering documents by issuing an addendum. Any addendum thus issued shall be part of the tender documents and shall be communicated in writing to all tenderers who will have purchased the tender document. The same shall be uploaded on NCPB website www.ncpb.co.ke.
- 5.13 All documents relating to the tender and any correspondence shall be in English Language.
- 5.14 The tenderer shall bear all costs associated with preparation and submission of his tender and the Board shall not be responsible or liable for the costs.

6.0 TENDER SECURITY

- 6.1 All tenders must be accompanied by an original tender security equal to **Kshs.200,000.00 (Two hundred thousand)**. The bond must be valid for sixty (60) calendar days from the date of the closing of the tender. The tender security shall be issued in the following form: -
- i. A bank guarantee;

- ii. Insurance guarantee from the list of the approved insurance companies by PPRA.

6.2 Any offer not accompanied by a tender security shall be deemed to be non-responsive and shall be disqualified.

6.3 Unsuccessful bidders may have their tender securities surrendered to them on receipt of performance bond by the successful bidder or upon expiry of sixty (60) calendar days, **whichever is earlier**. However, it is the duty of the bidder to claim his/her tender security. The successful bidder will have his tender security surrendered by the Board on raising of the requisite Performance Bond and signing of the contract.

7.0 GUIDES TO EVALUATION CRITERIA.

1. Preliminary Examination

(a) Administrative Mandatory Criteria

Tenders will be examined on a **Yes/No basis** to determine whether they are submitted in accordance with the following administrative requirements: -

Item	Criteria	Required	Yes/No
1.	Tender format	<ul style="list-style-type: none"> • Two envelopes (separate technical and financial bids) 	
2.	Number of documents	<ul style="list-style-type: none"> • Original technical and financial bids • 1 copy of each original documents 	
3.	Signature	<ul style="list-style-type: none"> • Tender is signed by authorized signatory • Every page is initialed by authorized signatory 	
4.	Serialization	<ul style="list-style-type: none"> • Tender is serially paginated 	
5.	Tender validity	<ul style="list-style-type: none"> • 120 days from tender opening date 	
6.	Tender security	<ul style="list-style-type: none"> • Original Bank Guarantee or Insurance guarantee 	
		<ul style="list-style-type: none"> • Kshs. 200, 000.00 	
		<ul style="list-style-type: none"> • Valid for 120 days from tender opening date 	

(b) Mandatory eligibility criteria

Tenders will be examined on a **Yes/No basis** to determine whether they are submitted in accordance with ITT requirements as below. Failure to submit **ALL** required documents will lead to rejection of the tender for non-responsiveness.

Subject	Criteria	Required	Yes/No
Legal capacity	Capacity to enter into contract for procurement	<ul style="list-style-type: none"> • Certified copy of Registration/ incorporation Certificate 	
Signatures	Authority to sign tender	<ul style="list-style-type: none"> • Certified copy of Power of Attorney prepared in the format provided under Form T3 	

Financial capacity/ capability	Tenderer is a going concern	<ul style="list-style-type: none"> Copies of valid Audited Accounts for the last two accounting year's i.e. financial years ending 2018 and 2019 prepared in accordance to International Accounting Standards (IAS) 	
Tax obligations	Fulfilled tax obligations	<ul style="list-style-type: none"> Certified copy of Valid Tax Compliance Certificate 	
Current Registration Certificate	NCA Certificate	<ul style="list-style-type: none"> Certified copy of current registration certificate with National Construction Authority- NCA 6 or higher. 	
Technical tender forms	Form T 1 to T4	<ul style="list-style-type: none"> Submissions of duly filled and signed forms 	
Site Visit	Tenderer has visited the site	<ul style="list-style-type: none"> Site Visit certificate fully signed and stamped (Form T4) 	

2. Technical Evaluation

Technical Qualification Evaluation Criteria

Tenderers meeting all the mandatory requirements (**administrative mandatory criteria and mandatory eligibility criteria**) shall have their bids qualify to the next stage of Technical Evaluation (Capacity to deliver the contract).

TECHNICAL EVALUATION CRITERIA

Item	Description	Point Scored	Max. Point
i	Key Personnel (Attach evidence)		20
	Director of the firm <ul style="list-style-type: none"> • Holder of degree in relevant Engineering field ----- 8 • Holder of diploma in relevant Engineering field ----- 4 • Holder of certificate in relevant Engineering field---- 3 	8	
	At least 1No. degree/diploma holder of key personnel in relevant field <ul style="list-style-type: none"> • With over 10 years relevant experience ----- 8 • With over 5 years relevant experience----- 4 • With under 5 years relevant experience ----- 2 	8	
	At least 1No certificate holder of key personnel in relevant field <ul style="list-style-type: none"> • With over 10 years relevant experience----- 4 • With over 5 years relevant experience -----3 • With under 5 years relevant experience -----1 	4	
ii	Contract completed in the last five (5) years (Max of 5No. Projects)- <u>Provide Evidence in the Form of Completion Certificate</u> <ul style="list-style-type: none"> • Project of similar nature, complexity or magnitude --- ----- 4 • Project of similar nature but of lower value than the one in consideration ----- 3 • No completed project of similar nature -----0 		20

iii	On-going projects – Provide Evidence in Form of LPO or Contract <ul style="list-style-type: none"> • Five and above Projects of similar nature, complexity and magnitude ----- 5 • One to Four Projects of similar, nature complexity and magnitude -----3 • No Project of similar nature, complexity and magnitude ----- 0 		5
iv	Schedule of contractors' equipment and transport (proof or evidence of ownership/Lease) <p>a) Relevant Transport</p> <ul style="list-style-type: none"> • Means of transport (Vehicle) ----- 5 • No means of transport ----- 0 <p>b) Relevant Equipment</p> <ul style="list-style-type: none"> • Has relevant equipment for work being tendered --- ----- 5 • No relevant equipment for work being tendered ---- ----- 0 	5	10
v	WORK METHODOLOGY & WORK PROGRAM Bidders to avail detailed work methodology and programme of works Works methodology Works programme	3	5
vi	Financial Capacity a) Annual turnover for the last two years (2018 & 2019) Over 100 million – 10 marks Over 50 million but less than 100 million- 7 marks Over 20million but less than 50 million- 5 marks Below 20 million – 3 marks		10
	Financial Position/Ratios a) Liquidity Ratio (To be calculated from submitted audited accounts) i) 1: 2 & above = 15 marks ii) 1 :1- 1.99 = 10 marks iii) 1: 0.5 – 0.99 = 5marks iv) 1:< 0.5 = 2 marks	15	30
	b) Profitability ratio (To be calculated from submitted audited accounts) i. 20% and above =15 marks ii. 15% - 19% = 10 marks iii. 10% - 14% = 5 marks iv) 1% -9% = 2 marks	15	15
	TOTAL		100

Only bids that attain a score equal to or above 70% of the marks applicable to the technical evaluation stage shall proceed to the next stage of evaluation.

7.1 COMPARISON OF FINANCIAL OFFERS

The technically qualified bidder with the lowest bid price shall be awarded the tender subject to the Board's rights and provided that the tenderer is determined to be qualified to perform the contract satisfactorily.

8.0 CONTRACT AWARD

- a) Successful bidder(s) shall be required to enter into a formal contract with NCPB whose contents shall be derived mainly from this tender document and the Bid document submitted.
- b) Successful bidder(s) shall sign a contract with the Board within 30 days and not earlier than 14 days from the date of award.
- c) The Laws of Kenya shall be applicable to the formal contract.

9.0 PERFORMANCE BOND

- a) Within 14 working days from notification of award of the tender, the successful tenderer shall prior to signing the contract furnish NCPB with a Performance Bond equivalent to 10% contract sum and valid for the entire contract duration plus two months.
- b) Such Performance Bond must be issued by or through a reputable commercial bank resident in Kenya.
- c) The proceeds of the Performance Bond shall be payable to the Board as compensation for any loss resulting from Contractor's failure to discharge any of its obligations.

10.0 BOARD'S RIGHTS

- (a) The Board, reserves the right to accept or reject the lowest or any bid without having to assign reason for its actions or at its sole discretion annul the whole tender process and reject all the bids at any time prior to award without thereby incurring any liability to the concerned bidders.

11.0 Contract Management and Payment Terms

The contract shall be managed and supervised by the Board's Technical Manager or his appointed representative in writing. The contractor must receive a Certificate of completion from the Boards Inspection / Acceptance committee before any payment either partial or final is processed.

The terms of payment shall be as follows: -

- (a) **30%** of contract sum upon completion of 30% of construction works.
- (b) **60%** of contract sum on completion of all works and removal of all debris arising from the works.
- (c) **10%** of contract sum six months after the completion of works subject to the works being certified as satisfactory and free of any defect.

12.0 PROHIBITIONS

Canvassing in any form is strictly prohibited and will lead to automatic disqualification.

N. SAWENJA
FOR: MANAGING DIRECTOR

DATE:

SECTION III – TECHNICAL BID FORM

FORM TI- CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are required to give the full particulars and disclosures sought for in this Business Questionnaire as far as it is applicable to your firm's type of business.

- a) Name of Business: _____
- b) Date of formation: _____
- c) Postal address of business: _____ TelNo. _____
- d) Fax No. _____ E-mail add. _____
- e) Location of Business premises/Street/Road _____
- f) Plot No: _____
- g) State if premises is owned /rented/leased: _____
- h) If rented/leased confirm that rent is either up-to date or in arrears:

- i) Nature of business: _____
- j) Certificate of Incorporation Number (with copy attached): _____
- k) Current Trade License No: _____ Expiry date _____
- l) Business Turnover during the last 3years: 2017:
Kshs _____
2018Kshs. _____ and 2019: Kshs _____
- m) Name of your local bankers: _____ Branch

- n) Other obligatory declarations: Personal Income Tax Number (PIN No.)
_____ Other registration (as applicable):

- o) Provide proof of fulfillment and compliance with all statutory/legal requirements affecting/regarding your business (Provide of copies of relevant certificates).
- p) Attach copies of latest Audited Accounts and Report of your company.

PART 2. BUSINESS PARTICULARS

(a) Sole proprietor

Names _____ in _____ full:
_____ Age _____

Nationality: _____ Country of Origin _____

Citizenship _____ Details: _____

(b) Partnership (if applicable)

Give details of all the partners of your company (including strategic partners) as follows: -

Name	Nationality	Citizenship Details	Shares Held
1.			
2.			
3.			

(c) Limited Liability Company/Corporation

Certificate of Incorporation No: _____

i) State the nominal and issued capital of company:

- Nominal Kshs _____
- Issued Kshs _____

ii) State last date annual returns were submitted to Registrar of Companies

iii) Give details of all Directors as follows: -

Name	Nationality	Citizenship Details	Shares Held
1.			
2.			
3.			

(d) Associated/Subsidiary Companies

Provide details of other business firms that your company has interests in.

Name of Company	Number of shares owned	% To Total Equity
1.		
2.		
3.		
4.		

Part 3 – Confirmation of Declarations made

I/We the undersigned certify that the information given in this form is true to the best of my/our belief and knowledge.

Full Names of
Authorized Official_____

Designation_____

Bidder's Signature &
Official Company Stamp_____

Date_____

NB: Completion of this form does not constitute a contract or commitment on the part of the Board to provide and/or guarantee offer of business contract.

FORM T2 – DECLARATION FORM

Having studied the tender document for renovation of store 003 and ablution block at Malaba depot, We/I hereby state.

- a) The information furnished in my/our application is accurate to the best of our knowledge.
- b) I/We shall not engage in corrupt practices with the Board/Members of Staff, in connection with the tender No. **NCPB/RENOVATION/MALABA/15/2020– 2021** for or in subsequent performance of the contract if I/We, am/are successful.
- c) I/We have not been debarred from participating in public tenders.
- d) When my/our legal, technical or financial conditions or the contractual capacity of the firm changes, I/We shall inform you of the status and acknowledge your right to review the award made.
- e) I/We are not insolvent, in receivership, bankrupt or in the process of being wound up and also not subject of any legal proceedings related to the foregoing.

Date:

Tenderer's Name:

Name of the Tenderer's Representative:

Signature and Official Rubber Stamp:

FORM T3 – POWER OF ATTORNEY

We, [Tenderer's Name] of Post Office Box Number In the Republic of Kenya do hereby appoint Mr/Ms/Mrs of Post Office Numberaforesaid to be our true and lawful Attorney and representative in the tendering process for renovation of store 003 at Malaba depot Post Office Box Number 30586 – 00100 Nairobi for us and in our name to do and execute the following acts and things that is to say:-

1. To quote and sign tender documents for the above works to **National Cereals and Produce Board (NCPB).**
2. Generally, to sign and execute all acts, documents and writings which may be necessary or proper in or about the matters and things aforesaid or any of them for carrying out and perfecting the same as amply and effectually to all intents and purposes as we might or could do if personally present and confirm and agree to ratify and confirm whatsoever the said representative shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOFF the corporate Seal of [Tenderer's Name] has been hereunto affixed on this Power of Attorney and witnessed by the duly authorized Directors of the Company.

This Day of

ATTEST

(Corporate Seal)

TENDERER'S NAME

.....
.....

By..... [Name]

Director

By..... [Name]

Director

FORM T4: SITE VISIT FORM

(TO BE COMPLETED BY ALL TENDERERS)

To _____ Name of employer

_____ Name of contract

_____ Site name

Dear sir / madam

In accordance with the tender instruction, specification, drawing and bills of quantities, schedule of rate of execution of the above-named works, we the undersigned have visited the site and fully agree with the tender expectations.

Date this _____ day of _____ 20_____

Signature _____

Name: _____ (on behalf of tenderer)

Address: _____

a) Name of NCPB authorized officer, at **MALABA DEPOT**
_____ (in behalf of NCPB)

Signature _____

Date _____

Official stamp _____

SECTION IV

FORM F1: SCOPE OF WORKS, BILL OF QUANTITIES AND FINANCIAL BIDS FORMS

RENOVATION OF STORE 003 AND ABLUTION BLOCK AT NCPB MALABA DEPOT

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Roofing iron sheets <u>Supply Fortune green Tekdek IT5 as MRM or approved equivalent</u> 0.4 mm thick x 5 metres	197	PCS		
B	0.4 mm thick x 2.5 metres diameter to match the existing profile	52	PCS		
C	Crimping charges	52	PCS		
D	Doutap 72mm self-drilling screws	5400	PCS		
E	Drive socket	2	PCS		
	SUB-TOTAL (Carried Forward to Summary Page)				

NB: The iron sheets will be inspected by the NCPB's Technical Team before fixing

RENOVATION OF STORE 003 AND ABLUTION BLOCK AT NCPB MALABA DEPOT

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Demolitions Remove existing iron sheets on the main roof and jack roof and store as directed	ITEM	ITEM		
B	Remove existing rain water eaves gutters and store the arising as directed	ITEM	ITEM		
C	Remove existing sliding doors and store them as directed	ITEM	ITEM		
D	Remove broken high-level window fixed glasses and cart away the arising	ITEM	ITEM		
	SUB-TOTAL (Carried Forward to Summary Page)				

RENOVATION OF STORE 003 AND ABLUTION BLOCK AT NCPB MALABA DEPOT

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	RENOVATIONS Fix IT5 iron sheets to the main roof and jack roof	ITEM	ITEM	SUM	
B	Supply and fix 1.5 mm thick galvanized steel eaves gutter to match the existing profile	88	LM		
C	Ditto canopy gutters to match	16	LM		
D	Supply and fix steel sliding door to match the existing	4	NO		
E	Supply and fix high level window glass ventilation size 1000x0.5x6mm thick to match	50	SM		
F	Allow for repair of steel purlins	40	LM		
G	Painting and decoration Allow for painting high level window frames	50	SM		
H	Allow for painting steel purlins on the roof	ITEM	ITEM		
J	Prepare and apply one undercoat and two finishing coats of gloss paint to general surface of metal doors. (doors for stores 01 ,02 and 03).	141	SM		
K	Prepare and apply two coats of vinyl matt emulsion on general surface of masonry internally and externally	3275	SM		
L	Ditto super gloss paint on steel column surfaces internally and externally	134	SM		
M	Allow 5% (sum of items A-L) for contingency to be expended with the approval of the client		SUM	SUM	
	SUB-TOTAL (Carried Forward to Summary Page)				

RENOVATION OF STORE 003 AND ABLUTION BLOCK AT NCPB MALABA DEPOT

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Ablution block Renovation Works Supply and fix approved Asian type Water closet	2	NO		
B	Supply and fix chrome pipe shower complete to match	2	NO		
C	Allow for roof repairs to match	ITEM	ITEM		
D	Allow for ceiling repairs to match	ITEM	ITEM		
E	Prepare and apply two coats silk vinyl emulsion paint to walls internally	30	SM		
F	Prepare and apply two coats vinyl Matt on masonry walls internally	30	SM		
G	Prepare and apply two coats of gloss paint on wooden surfaces	15	SM		
H	Ditto on masonry plinth surfaces	6	SM		
J	Supply and fix 12mm cellotex ceiling board to existing brandering to match	18	SM		
K	Prepare and apply two coats vinyl Matt on ceiling surfaces internally	18	SM		
L	EXTERNAL DRAINAGE Supply and fix 100mm UPVC drainage pipe	18	LM		
M	Allow for making good manholes	5	NO		
N	Supply and fix approved medium duty manhole cover to match	5	NO		
O	Allow for emptying and cleaning the existing septic tank	1	NO		
P	Allow 5% (sum of items A-O) for contingency to be expended with the approval of the client		SUM	SUM	
	SUB-TOTAL (Carried Forward to Summary Page)				

RENOVATION OF STORE 003 AND ABLUTION BLOCK AT NCPB MALABA DEPOT

GRAND SUMMARY PAGE

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUMMARY				
A	Supply of New iron sheets and accessories				
B	Demolitions				
C	Fixing of Iron sheets and Renovations				
D	Ablution block Renovation Works				
	SUB-TOTAL				
	ADD 16 %VAT				
	GRAND TOTAL				

Amount in Words.....
 .

Name and Addresses of the Contractor

FORM F 2 – FORM OF TENDER

TO: _____ [Name of Employer] _____
[Date] _____ [Name of
Tender]

Dear Sir,

1. Having examined the tender document the receipt of which is hereby duly acknowledged, we the undersigned offer to renovation of store 003 and ablution block at Malaba depot in conformity with the said tender document for the sum of;

Kshs. _____ [Amount in figures] Kenya

Shillings _____

_____ [Amount in words]

2. We undertake, if our tender is accepted, to complete the works in accordance with the schedule specified in the SCC.

3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____ Duly
Authorized to sign tenders for and on behalf of;

_____ [Name of Tenderer] of

_____ [Address of Tenderer]

Witness: Name _____

Address _____

Signature _____

Date _____

NOTES ON FINANCIALS

Bid Price/Contract Sum and Validity Period

Bidders must take cognizance of the following: -

- (a) The Tenderer's shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer's will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer's.
- (b) The rates and prices quoted by the Tenderer's shall not be subject to any adjustment during the performance of the Contract.
- (c) The unit rates and prices shall be in Kenya Shillings.
- (d) Tenders shall remain valid for a period of one twenty (120) calendar days from the date of submission. However, in exceptional circumstances, the Board may request that the Tenderer's extend the period of validity for a specified additional period

SECTION V: ANNEXES

ANNEX I: SAMPLE WORDING FOR TENDER SECURITY

(To be on the letterhead of the Bank)

WHEREAS (Hereinafter called "the Tenderer") has submitted his tender dated for renovation of store 003 at Malaba depot.

KNOW ALL PEOPLE by these presents that WE having our registered office at..... (hereinafter called "the Bank"), are bound unto (hereinafter called "the Employer") in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

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

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

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

[Date]

[Signature of the Bank]

[Witness]

[Seal]

ANNEX 2 : FORMAT FOR SUBMITTING THE PERFORMANCE BOND BY SUCCESSFUL BIDDER

To: National Cereals and Produce Board
P. O. Box 30586 – 00100 GPO
NAIROBI

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated ____20 ____ to provide [description of woks] (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.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[Name of Bank or Financial Institution]

[address]

[date]

ANNEX 3: SAMPLE CONTRACT

THIS AGREEMENT made the _____ day of _____ 2021 between **NATIONAL CEREALS AND PRODUCE BOARD** of Post Office number 30586, NAIROBI (hereinafter called "Board") of the one part and of P.O Box (Hereinafter called the "Contractor") of the other part;

WHEREAS the Board invited bids for renovation of store 003 and ablution block at Malaba depot and has accepted a bid by the contractor for a consideration of Kshs. Inclusive of all statutory taxes, duties and levies, (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 terms and conditions of the tender;
 - (b) The General Conditions of Contract;
 - (c) The Special Conditions of Contract;
 - (d) The Contractors bid;
 - (e) The Schedule of Requirements; and
 - (f) The Board's Notification of Award.
3. In consideration of the payments to be made by the Board to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Board to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Board hereby covenants to pay the contractor 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 for the Board by:

BOARD'S MANAGING DIRECTOR

In the presence of:

BOARD'S CORPORATION SECRETARY

Signed for the contractor by:
DIRECTOR

In the presence of:

WITNESS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- (a) "The Contract" means the agreement entered into between the Board and the contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the contractor under the Contract for the full and proper performance of its contractual obligations
- (c) "Works" means renovation of store 003 and ablution block at Malaba depot which the contractor is required to provide to the Board under the Contract.
- (d) "The Board" means the National Cereals and Produce Board the organization purchasing the Goods under this Contract.
- (e) "The Contractor" means the firm providing the service under this Contract.
- (f) "Day" means calendar day
- (g) "Duration of the Contract" means the period named in the Special Conditions of Contract and calculated from start due date.
- (h) "Commencement Date" is given in the Special Conditions of Contract. It is the latest date when the service provider shall commence its services under the Contract.
- (i) "Party" means the Board or the Contractor and "Parties" refers to both.

2. APPLICATION

These General Conditions shall apply in all Contracts made by the Board for the procurement of goods.

3. STANDARDS

The Goods supplied under this Contract shall conform to the standards mentioned in the Product Specifications herein.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

5. PRICES

5.1 Prices charged by the Contractor for works performed under the Contract shall not, with the exception of any price adjustment authorized in Special Conditions of Contract, vary from the prices by the Contractor in its bid.

5.2 The Contract price shall be inclusive of all applicable taxes

6. PERFORMANCE BOND

- 6.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful Contractor shall furnish to the Board the performance security in the amount specified in the Special Conditions of Contract.
- 6.2 The proceeds of the performance security shall be payable to the Board as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Board and shall be in the form of a bank guarantee by a reputable bank located in Kenya, acceptable to the Board, in the form provided in the tender documents.
- 6.4 The performance security will be discharged by the Board and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

7. PATENT RIGHTS

The contractor shall indemnify the Board against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Kenya

8. INSPECTION AND TESTS

- 8.1 The Board's or its representative(s) shall have the right to inspect the site works to confirm conformity to the Contract bill of quantities/specifications. The Board shall notify the Contractor in writing, in a timely manner, of the Identity of any representatives retained for these purposes.
- 8.2 The Board's right to inspect, and where necessary, reject any construction that does not comply with the set bill of quantities.

9. PAYMENT

- 9.1 The method and terms of payment to the Contractor under this contract shall be as specified in the Special Conditions of Contract.
- 9.2 Payment shall be made promptly by the Board as specified in the contract.

10. ASSIGNMENT

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

11. TERMINATION

11.1 TERMINATION FOR DEFAULT

The Board may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, terminate this Contract in whole or in part:-

- a) if the contractor fails to perform the service within the period(s) specified in the Contract, or within any extension thereof granted by the Board;

- b) if the contractor fails to perform any other obligation(s) under the Contract
- c) if the contractor, in the judgment of the Board has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In the event the Board terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those not performed and the contractor shall be liable to the Board for any excess costs for such similar goods.

12.2 TERMINATION FOR DEFAULT

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

12.3 TERMINATION FOR CONVENIENCE

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

For the remaining part of the contract after termination the Board may elect to cancel the services and pay to the Contractor an agreed amount for partially completed services.

13. LIQUIDATED DAMAGES

If the contractor fails to provide the service within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the performed service of the delayed items per day up to a maximum deduction of 10% of the delayed service. After this the contractor may consider termination of the contract.

15. RESOLUTION OF DISPUTES

- 15.1 The Board and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract
- 15.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party shall refer the dispute to a single arbitrator to be chosen by the parties hereto, **AND** in the event of the parties hereto, being unable to agree to an Arbitrator, the Arbitrator shall be nominated by the Chairman for the time being of the Kenya Chapter of the Chartered Institute of Arbitrators on request of the applying party.

16. LANGUAGE AND LAW

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

17. FORCE MAJEURE

- 17.1 Neither party shall be liable for any loss damage or delay caused by war, riots, civil commotion, strikes, lockouts, labour troubles, change in law or any other cause or contingencies beyond its reasonable control which prevent or delay it in performing obligations incurred under or arising out of this Contract.
- 17.2 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a party or such party's sub-contractor or agents or employees or in any event which diligence could reasonably have been expected to avoid or overcome in the carrying out of their obligations hereunder.

18. NOTICES

- 18.2 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.
- 18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

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

1. TYPE OF SALE

The Contractor shall provide renovation of store 003 at Malaba depot.

2. TYPE OF WORKS AND QUALITY

The Contractor shall meet the BOQ listed in section IV

3. PERIOD OF SERVICE

3.2 The period of service under this contract shall be

3.3 The contract for renovation of store 003 at Malaba depot shall be signed by and commence on

4.0 INDEMNIFICATION

4.1 INDEMNIFICATION BY PARTIES

- a) The Contractor shall indemnify the Board against, and hold the Board and or its contractors free and harmless from, at all times after the date hereof, any and all loss, damage, liability, payment and obligation (excluding any indirect or consequential loss, damage, liability, payment or obligation), and all expenses (including without limitation reasonable legal fees) (collectively, "Loss"), incurred, suffered, sustained or required to be paid, directly by, or sought to be imposed upon, the Board and/or its contractors for personal injury or death to persons or damage to property arising out of the Contractor's and/or its contractors intentional or reckless acts or omissions or its gross negligence on the delivery point.
- b) The Board shall indemnify the Contractor against, and hold the Contractor and/or its contractors harmless from, at all times after the date hereof, any and consequential loss, damage, liability, payment and obligation (excluding any indirect or consequential loss, damage, liability, payment or obligation), and all expenses (including without limitation reasonable legal fees) (collectively, "Loss"), incurred, suffered, sustained or required to be paid, directly by, or sought to be imposed upon, the Contractor and/or its contractors for personal injury or death to persons or damage to property arising out of the Board's and/or its contractors intentional or reckless acts or omissions or its gross negligence.
- c) Notwithstanding anything to the contrary contained in the preceding paragraphs (a) and (b), nothing in this clause shall apply to any loss in respect of which the Contractor or the Board, as the case may be, is fully indemnified pursuant to the terms of any policy of insurance.
- d) The indemnified party shall notify the indemnifying party of any assessment or claim against the indemnified Party and shall notify the indemnifying Party of any claim, action, suit or proceedings in respect of which, if valid a claim would lie against the indemnified Party under any of the indemnities forthwith upon the indemnified Party becoming aware thereof.

4.2 LIABILITIES

Except as provided in this Contract, the Board and the Contractor shall not be liable, whether in contract, in tort, or otherwise, for consequential, indirect or special losses or special damages of any kind arising out of, or in any way connected with, the fulfilment or failure to fulfil this agreement.

5. PAYMENT – GCC CLAUSE 9

5.1 Invoices shall be submitted after completion and inspection of the premises at every level as specified in section II

5.2 Payment terms of payment shall be as follows:-

- (a) 30% of contract sum upon completion of 30% of construction works.
- (b) 60% of contract sum on completion of all works.
- (c) 10% of contract sum and final payment six months after the completion of works subject to the works being certified as satisfactory and free of any defect.

6. PRICE

The price payable for the Works by the Board in Kenya Shillings at the time of contracting and shall remain constant for the duration of the contract.

7. RESOLUTION OF DISPUTES

The existence of any Dispute shall not excuse either Party from performing or continuing to perform its obligations under this Contract except to the extent such performance is expressly excused hereunder.

8. PERFORMANCE SECURITY

The performance security shall be equivalent to 10% and shall be in the form of a bank guarantee as outlined in section 11, clause 9 of the tender document. The Contractor shall remit the performance security to the Board 14 days after receipt of the Notification of award, prior to signing of Contract.

The performance security shall be for the period of the term of the Contract **plus two (2) months under the defects liability period.**

The Contractor shall be requested to extend the Performance Security if the contract is extended.

9. CONTRACTOR'S DEFAULT

9.1 FAILURE OF CONTRACTOR TO PROVIDE THE CONTRACTED SERVICES

Should there be delays on contracted service, to the extent the contractor fails to perform which it was required to perform in response to a Notice properly given by the Board for the provision of the service and consequent to that delay, the Contractor shall pay to the Board an amount equal to lost revenue

10.2 **CLAIMS FOR COMPENSATION**

- a) The Board shall be entitled to submit a claim for payment under Clause SCC 4.1 as soon as the circumstances giving rise to its rights for indemnification occurs.
- b) Any amounts to be paid by the Contractor to the Board in accordance with Clause 4.1 above, may be deducted by the Board from any payment then due by it to the Contractor or if there are no payments due, such amounts shall be made by the Contractor to the Board on a weekly basis, in the case of liquidated damages. The Board shall be entitled, in case of non-payment by the Contractor, to encash the Contractor's Performance bond in the relevant amount.

11. **NOTICES**

For **Notices** the Board's address shall be;

Attention: **Managing Director**
 National Cereals and Produce Board
 Nyumba ya Nafaka,
 Enterprise/Machakos Road, Industrial Area
 P.O. Box 30586 - 00100
 NAIROBI.

For Contractor's address shall be:

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