



MUMIAS SUGAR COMPANY LIMITED

SUGAR LOADING/OFFLOADING CONTRACT – MUMIAS

SPECIFICATIONS AND CONDITIONS OF CONTRACT

CURRENT TRADE LICENSE No.....Expiring date.....

PIN NO.....

VAT REG NO.....

ETR NUMBER.....

LOCATION OF BUSINESS: COUNTRY/TOWN.....

PLOT.....

STREET/ROAD.....

POSTAL ADDRESS.....

.....

TELEPHONE NO.....

MOBILE NO.....

FAX NO.....

EMAIL ADDRESS.....

MSC - 04 -2018 SUGAR LOADING AND OFFLOADING CONTRACT - MUMIAS

TENDER DOCUMENT

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SECTION 1:

INSTRUCTIONS TO TENDERERS

1.0 INSTRUCTIONS TO TENDERER

The Mumias Sugar Company Ltd. (MSC) is seeking to award contracts for **MSC- 04 - 2018 SUGAR LOADING/OFFLOADING CONTRACT – Mumias**. Your Company is hereby invited to tender for the same in strict conformity with these instructions.

Mumias Sugar Company (Mumias Sugar) Limited invites you to tender for Sugar Stacking Contract.

Interested companies may obtain further information from the office of the Chief Supply Chain Officer, located at Mumias Factory or through Tel: (254) 0711094000 / 734-600334/5, Email: tenders@mumias-sugar.com on normal working days beginning date of advert.

Where the tender document may be collected upon payment of a non-refundable fee per tender document of KShs.5,000.00 only payable to Mumias Sugar Company Ltd, **Account No. 1147868166** KCB Bank, Mumias Branch. The document can also be viewed and downloaded from the website www.mumias-sugar.com. Bidders who download the tender document from the website must forward their particulars immediately to tenders@mumias-sugar.com to facilitate any further tender clarification and would be required to pay a reduced fee of Kshs 3,000.00 per tender document.

Tenders accompanied by tender document payment slip and a security bond where appropriate in the form and amount specified must be delivered in plain sealed envelope marked tender Reference Number before the closing date to the following address: -

The Company Secretary (Ag)
Mumias Sugar Company Limited
Private Bag,
MUMIAS – KENYA

Tender Documents should be dropped in the tender box at the Company Secretary's office on the first floor of the main Administration Block at Mumias Sugar Company Ltd.

The tender will be opened soon after the closing time in the presence of the candidates' representatives who choose to attend at Mumias Sugar Company Training Centre

1.0 SUBMISSION OF TENDERS

1.1 Sealing and Marking of Bids

1.2 The bidder shall seal the original and each copy of the bid in separate envelopes duly marking the envelopes “ORIGINAL” and “COPY”. The envelopes **shall then be sealed in an outer** separate envelope.

1.3 The inner and outer envelopes shall be:

(a) Addressed to

The Company Secretary (Ag),

Mumias Sugar Company Ltd.

Private Bag

Mumias - Kenya

(a) Bear the name and identification number of the contract. “MSC- 04-2018 LOADING/OFFLOADING CONTRACT – Mumias”

(b) In addition to the identification required in sub-Clause 1.3 (a) and 1.3 (b) above, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause 1.3.1

(c) **If the outer envelope does not bear the name and identification number of the contract, the bid shall be automatically disqualified and rejected**

(d) If the outer envelope discloses the bidder's identity the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

1.3.1 Deadline for Submission of Bids

The Bids documents must be deposited in the tender box situated at the Company secretary's office in Mumias at the address specified in Sub Clause 1.3 (a) & (b) not later than **10.00 am on 15th March 2018** or As communicated in any subsequent addendum. Bidders are invited to attend bid opening at 10.30 am in Supply Chain Office.

The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

1.3.2 Late bids

Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 1.3.1 will be returned unopened to the bidder.

1.3.3 Dimension of the tender box opening

Bidders are advised that the dimensions of the tender box opening through which the tender documents are dropped are; 12 inches Length and 2 inches width. All documents must be inserted in the tender box. Any document found outside the tender box shall not be considered.

1.4 FORMS OF TENDERS

The tender for each contract shall be complete. It's the tenderer's responsibility to acquaint himself with the nature and extent of the works to be tendered for and the recorded standards set out by MSC. The timely completion of the works in accordance with the Programme of work set out in schedule 1 of the conditions of contract is of essence to this contract. The Tenderer shall submit a work Programme with his tender price.

The Tenderer shall bear all costs with the preparation and submission of his Tender and the employer will in no case be responsible or liable for these costs.

The Tenderer will be deemed to have read and understood these documents.

1.5 THE SPECIFICATION

The specification defines the work to be carried out by the contractor. All dimensions and quantities stated in these documents are for the purposes of estimating the extent of work and preparing the Tender.

The contractor shall be responsible for establishing the accuracy of such information in the event of the award of the contract.

1.6 SPECIAL NOTES

The Contractor is required to check the number of pages of these Bills of Quantities together with all collections and summaries and should he find any missing or in duplicate or figures indistinct, he must inform the Purchasing Manager at once and have the same rectified.

Should the contractor be in doubt as to the precise meaning of any item, word or figure for any reason whatsoever, he must inform the Purchasing Manager in order that the correct meaning may be decided upon before the date of submission of the Tender.

No liability whatsoever will be admitted nor claim allowed in respect of errors or in the contractors due to mistakes, which should have been rectified in manner described above.

The working hours shall be from 7.00 a.m. to 5.00 p.m. i.e. from Monday to Thursday. On Friday shall be from 7.00 am to 4.00 p.m. or as indicated in the scope of work clause. In case of any special assignment, the employer shall communicate to the contractor and agree before commencement of the assignment.

1.7 INSURANCE

The Tenderer's attention is drawn to the requirement of MSC for the contractor to put into place, and provide evidence of insurance policies covering contractor's damage of MSC property, injury to employer's workers and agents and injury to third parties.

The contractor shall, prior to commencement of any work on the site, effect and maintain until the works are taken over by the employer a policy of insurance with insurers acceptable to the employer in the joint names of the employer and the contractor thus:

- a) In respect of liability for any loss or damage to any property (other than property forming part of works) and for death or personal injury caused to any person including any employee of the Employer) arising out of or in connection with the works in respect of any one incident or a series of incidents arising from one event, including damage to the employer's property and damage to third party (third party liability).
- b) In respect of his liability for workman's compensation.

The contractor shall take every practicable precaution not to damage any property or injure any persons. The contractor shall satisfy all claims founded on any such damage or injury which arise out of or in consequence or any operations under the contract whether such claims are made by the Employer or by a third party against the contractor or against the employer, and the contractor shall indemnify the

Employer against all actions, suits, damages, claims, demands, costs, charges and expenses arising in connection therewith, provided however, that nothing in this condition shall render the contractor liable for any injury or damage resulting from negligent act of omission of the employer, his employees or agents or any other contractor employed by the Employer.

The contractor shall from time to time when so required by the employer produce the policy and proof of payment of the premium or other satisfactory evidence cover being in force.

If the contractor shall fail to effect and maintain the insurance as referred to in the contract, the Employer may effect and maintain any such insurance and pay such premiums as may be necessary for that purpose from time to time, deduct the amount so paid by the employer from the monies due to the contractor.

1.8 COMMUNICATION

All correspondence relating to the tender shall be addressed to the Procurements Manager, MSC

1.9 SITE VISITS

In the course of preparation of the Tender, the Tenderer shall be allowed access to the site only with prior approval of Warehouse Manager.

The cost of visiting the site shall be at the Tenderer's own expense.

1.10 DISCLAIMER

MSC is NOT obliged to accept any of the lowest tender, nor obliged to enter into any communication with the Tenderer concerning its tender nor communicate to the Tenderer the reason for the rejection of the Tender.

1.11 ASSIGNMENT AND SUBLETTING

The contractor shall not without a written consent of the Warehouse Manager assign this contract or sublet any portion of the works provided that such consent shall not be unreasonably withheld to the prejudice of the contractor.

2.0 OBLIGATIONS OF THE CONTRACTOR

The contractor shall provide all the necessary plants, Labour skilled and unskilled. The supervision thereof and all tools, equipments, materials required for the execution of the works.

The contractor will be responsible for the safekeeping and security of all materials, tools and equipment used at site.

The contractor shall employ one or more representatives whose name or names shall be advised to the Warehouse Manager by the contractor at the commencement of the works, to supervise the carrying out of the works. Such a representative shall be present at the site during working hours and any orders given by the Warehouse Superintendent or to the representative shall be deemed to have been given to the contractor.

The contractor shall make sure that all his employees are in uniform and protective clothing/gear at all times.

3.1 THE EMPLOYER

The Warehouse Manager shall appoint a qualified person i.e. the Warehouse Superintendent/Supervisor to represent the employer and to co-ordinate the performance of the contractor.

The Stores Manager shall carry out such duties like issuance of work completion certificates, half yearly work performance Appraisal, decisions, instructions and orders as are specified in the contract.

The Warehouse Superintendent/Supervisor shall represent the Warehouse Manager and shall watch and supervise the work and inspect workmanship in connection with the works.

The Warehouse Manager may delegate responsibilities under this contract to the Stores/Warehouse Superintendent/Supervisor with exception of those responsibilities, which may give rise to any adjustments on payment.

The Employer shall advise the contractor of the names of those persons appointed as the Warehouse Manager and Superintendent/Supervisor prior to the commencement of the works by the contractor.

3.2 DEFINITION

3.2.1 'Contract' means the agreement between the employer and the contractor for the execution of the works, including the letter of acceptance, the conditions, specifications, schedules and Bills of Quantities as are referred to therein and the tender.

3.2.2 'Contractor' means the tenderer whose tender has been accepted by the employer.

- 3.2.3 ‘Employer’ means the Mumias Sugar Company Ltd.
- 3.2.4 ‘Loaned Plant’ means plant or equipment (if any) owned by the employer and used by or on behalf of the contractor by agreement as stated in schedule 2.
- 3.2.5 ‘Warehouse Manager’ means the person appointed by the employer for the purposes of the contract, the names of the Manager being advised to the contractor on acceptance of the contract.
- 3.2.6 ‘Warehouse Supervisor.’ shall represent the Warehouse Manager or any assistant appointed from time to time to perform the duties delegated to him.
- 3.2.7 ‘Letter of Acceptance’ means the formal acceptance by the employer of the tender incorporating any amendments or variations to the tender agreed by the Employer and Contractor.
- 3.2.8 ‘Site’ means Mumias Sugar Company, Mumias, and Western Province, Kenya.
- 3.2.9 “As called” means the employer shall notify the contractor when there is need to cut grass, hedges or weed flowers in a given measured area.
- 3.2.10 “E.T.R” means an electronic tax register receipt
- 3.2.11 “Half yearly Performance Appraisal” means evaluation of the
Contractors’ performance after a period of six months.
- 2.2.13 “Month” means a period of one month according to the Gregorian
Calendar commencing with any day.
- 2.2.14 “Day” means the period between any one midnight and the next.

3.3 STATUTORY DUTIES AND SAFETY

- 3.3.1 The Contractor shall be responsible for the adequacy, stability and safety of his operations on site and shall observe and confirm to the employer’s safety regulations, and all statutory enactments and regulations and any by laws, orders or regulations of local or other authorities applicable to the works or generally to the site where the works are carried out.
- 3.3.2 The Ware house Manager shall be entitled by notice in writing to the contractor to object to any person employed by the contractor in the execution of the works shall

in the opinion of the Warehouse Manager misconduct himself or be incompetent or negligent and the contractor shall remove such person from the works.

3.4 PAYMENT

Payment of the contract shall be made as per completed circle, subject to production of approved work completion certificates with an invoice complete with an E.T.R receipt.

- 3.4.1 The Contractor may submit an invoice to the Stores Manager not more than seven days before it becomes due.
- 3.4.2 Within seven days of the receipt of the invoice the Warehouse Manager shall approve the invoice or shall issue to the Chief Finance Officer and Contractor a certificate for the payment to which the invoice refers showing any adjustment to the invoice and the manner in which it has been calculated.
- 3.4.3 The Chief Finance Officer shall pay the amount of the invoice or in the event of any adjustment the amount so certified within thirty days of receiving the invoice.

3.5 CONTRACTOR'S CONDITION

- 3.5.1 No conditions submitted or referred to by the contractor when tendering shall form part of the contract unless otherwise agreed in writing by the employer.

3.6 GOVERNING LAW

- 3.6.1 This Contract shall be governed by and construed in accordance with the laws of Kenya.

3.7 FORCE MAJEURE

- 3.7.1 Neither the Contractor nor the Employer shall be liable for any failure to perform any part of the contract if such performance is delayed, and or hindered by any circumstances whatsoever which are not within the control of the Contractor and the Employer and are not preventable by reasonable diligence on their part. Such circumstances shall include but not limited to:
 - a) Acts of God, war or armed conflict.
 - b) Riots, or civil commotion, blockade, revolution, mobilization.
 - c) Earthquakes, floods, fire, hurricanes or other disasters.
 - d) Destructions of the place where the works are to be carried out.
 - e) Acts of a public enemy, plaque or epidemics.

3.8 ABANDONMENT, SUSPENSION OR TERMINATION

- 3.8.1. The Client may suspend all or part of the services or terminate the contract by notice of at least 7 days to the contractor who shall immediately make arrangements to stop the services and minimize expenditure.
- 3.8.2. If the Client considers that the contractor is without good reason not discharging his obligation he can inform the contractor by notice stating the grounds for the notice. If a satisfactory reply is not received within 3 days the Client can by a further notice terminate the contract provided that such further notice is given within 14 days of the Clients' former notice.
- 3.8.3. After giving at least 7 days notice to the Contractor, the employer can by a further notice of at least 3 days terminate the contract, or at his discretion, without prejudice to the right to terminate, suspend or continue suspension of performance of the whole or part of the contract.
- 3.8.4. Termination of the contract shall not prejudice or affect the accrued rights or claims and liabilities of the parties.
- 3.8.5. As soon as practicable after the employer has terminated the contract the Stores Manager shall, by or after reference to all the parties concerned and after making such enquiries as he thinks fit, value the works and all sums then due to the contractor or as at the date of termination is accordance with the contract price and certify the amount.
- 3.8.6. On termination of the contract, if the employer realizes or establishes by way of notice from the contractors employees that the contractor owes them any wages and salary, the employer can withhold the final payment or property until the contractor settles such payment.
- 3.8.7. The employer shall then pay the contractor the final payment.
- 3.8.8. If the contractor becomes bankrupt, involvement or goes into liquidation or receivership the Employer shall be entitled to terminate the contract forthwith by notice to the contractor or the administrator, receiver, liquidator or any other such person in whom the contract may be vested.
- 3.8.9. On termination of the contract, the Contractor will be required to vacate the Employer's premises and remove tools, equipments, machines and any other item belonging to him/her within 7 calendar days. Failure to comply with this

requirement, the Employer will subject the Contractor's items mentioned above to payment of storage charges at prevailing market rates.

3.9 LOAN (IF ANY) OF EMPLOYER'S PLANT AND EQUIPMENT

3.9.1 Where loaned plant is operated by an employee of the Employer :-

- a) The operator shall not become an employee of the contractor but shall carry out with the loaned plant such work as he may be directed to do by the contractor.
- b) The contractor shall be liable for any damage to the loaned plant caused by misdirection or misuse of it due to negligence on the part of the contractor,
- c) The Employer shall be liable for any damage to the loaned plant caused by a defect in plant.

3.9.2 Where the loaned plant is operated by an employee of the contractor or an independent contractor, the contractor shall be liable for all damages to the loaned plant unless he can show that it was caused by defect in the plant at the commencement of the loan and he shall be liable for any loss including loss by theft of the said plant.

3.9.3 The employer shall consider disposing off machines and equipment to successful bidders.

3.9.4 The employer shall have the right to withdraw the loaned plant at any time and shall be under no liability whatsoever in connection with the contractor for the purpose intended.

3.0 CODE OF CONDUCT FOR BOTH PARTIES

3.0.1 Both parties hereto and /or their subsidiaries (as the case may be), irrespective of their location around the world, are bound by this Code of Conduct and are required to comply, at the very least, with the minimum standards set out in this Code.

3.0.2 **Forced Labour:** Neither party may make use of forced, bounded or involuntary prison Labour. Employees should be free to leave their employment on reasonable notice, subject to their individual contracts of employment.

- 3.0.3 **Child Labour:** Neither party may under any circumstances employ children under the age of 18 years or a person who falls below the local legal minimum working age whichever is greater.
- 3.0.4 **Health and Safety:** Each party must provide a safe place of work and comply with all local laws relating to health and safety in the work place in accordance with regulations set by Mumias Sugar Company Limited.
- 3.0.5 **Wages, hours of work and entitlements:** Both parties are required to comply with local laws on conditions of employment, including where applicable, laws governing minimum wages. Where no minimum wage is stipulated, both parties are obliged to pay their employee a reasonable wage. Both parties are obliged to comply with local laws regarding hours of work, rest periods and overtime payment and leave periods.
- 3.0.6 **Harsh or inhuman treatment:** Both parties and their employees are required to prohibit and may not engage in any form of harassment or physical abuse, punishment or threat thereof.
- 3.0.7 **Discrimination:** Neither party may discriminate against employees, applicants for employment or groups of employees on any basis which is not job related or in accordance with a legal affirmative action process, including but not limited to discrimination on the basis of race, age, religion, political affiliation, caste, disability or sex.
- 3.0.8 **Freedom of association and the right to collective bargaining:** Both parties shall respect the right of employees to join legal associations of their choice and to bargain collectively in terms of local laws subject to the laws of each country where a party is domiciled.

Environment: Each party is required where applicable to comply with local law with respect to environmental standards.

SCHEDULE 1

PROGRAMME OF WORK

After the award of the contract, the contractor will take Days to mobilize before commencing the job.

SCHEDULE 2

LOANED PLANT.

NONE

DESCRIPTION AND SCOPE OF THE WORKS

1.0 INTRODUCTION

1.0.1 The works are to be carried out at the Factory at the Employers Sugar Company at Mumias, Western Province, Kenya.

1.1 DESCRIPTION OF THE WORKS

1.1.1 The works shall be carried out in strict compliance with the specifications and standards set out in the schedule.

1.1.2 The works shall be done 'as called'.

1.2 SCOPE OF WORK

1.2.1 SUGAR / LOADING & OFFLOADING CONTRACT - MUMIAS.

1.2.2 The Contractor shall;

Loading and offloading

- Loading and Off-loading sugar (bags and bales) and water cases to and from trucks
 - Load to trucks as directed by the MSC Tallying officer
 - Load as per the loading plan provided.
 - Load the good(NON-damaged) bales, Bags and water cases only
 - Isolate any damages in the loading process and handover to the warehouse team
- Break stacks with care putting safety first
- After loading ensure the stacks are neatly arranged and safe
- Test-weighing sugar bags and bales and water cases as will be directed by warehouse team.
- Always ensure safety and hygiene as per SHE regulations while in the warehouse

SECTION 3:

BILLS OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

1. The Bills of Quantities forms part of the contract documents and are to be read in conjunction with the instructions to bidders, specifications and schedules.
2. The brief description of the items in the B/Q is purely for the purpose of identification, and in no way modifies or supersedes the detailed description given in the specifications for the full direction and description of work.
3. The Quantities set forth in the B/Q are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for bidding and comparing of bids. There is no guarantee to the contractor that he will be required to carry out all the quantities of work indicated under any one particular item in the B/Q.
4. The basis of payment shall be the contractor rates and the quantities of work actually done in fulfillment of his obligations under the contract.
5. The prices and rates inserted in the B/Q will be used for valuing the work executed, and this will only measure the whole of the works executed in accordance with the contract.
6. A price or rate shall be entered in ink against every item in the B/Q. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
7. The price and rates entered in the B/Q shall, except in so far as it is otherwise provided under the contract include all the plants to be used, Labour, insurance, supervision, taxes and duties etc including those required under the contract.
8. Errors in the pricing of the B/Q will be corrected in accordance with relevant clause of the instruction to Tenderers.

OTHER REQUIREMENTS

The tenderers shall be required to produce evidence of the following items in the bid which shall be taken into consideration during tender evaluation

- a) Company registration, PIN, VAT and Valid Tax Compliance Certificates
- b) Evidence of Insurance cover for employees and client property. (Attach Copies)
- c) Evidence of previous relevant experience.
- d) Letters of reference from previous contracts (attach while tendering).
- e) Copies of certified financial statements for the last 3 years
- f) Bank statements and bank letter for availability of line of credit from reputable bank.
- g) Provide the proposed daily time schedule for execution of the work
- h) Provide the proposed staffing levels and their responsibilities

Note: The documents must be well arranged and well bound.

QUOTATION

BILL NO. 1 SUGAR / LOADING & OFFLOADING CONTRACT - MUMIAS

Loading	Amount	16% VAT	Amount VAT Incl.
Rate per 20 Kg sugar bale			
Rate per 50 Kg sugar bag			

off-loading	Amount	16% VAT	Amount VAT Incl.
Rate per 20 Kg sugar bale			
Rate per 50 Kg sugar bag			

We understand that you are not bound to accept lowest or any tender you may receive.
We hereby declare that we have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt act with regard to this purchase.

Dated this Day of 2018.

.....
(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of

.....