

ADDENDUM NO 1

TENDER NAME: PROVISION OF GRASS CUTTING AND LANDSCAPING SERVICES

TENDER NO: ACFC/HR/05/2026/2027

This addendum is issued to make clarification and include omissions on the tender document.
This addendum shall be part of the tender document **ACFC/HR/05/2026/2027**

Financial capability criteria.

This is clarified as tabulated below:

Table 1

Requirement	Must meet
Audited Financial Statements for the last three years 2023,2024 and 2025 or Bank statement Demonstrating positive financial position and adequate working capital or Bank reference confirming availability of credit facility	

2. Equipment and Machinery

This is clarified as follows:

The Procuring Entity recognizes that efficient grounds maintenance is dependent upon the availability of appropriate machinery and equipment. Tenderers shall therefore demonstrate ownership or lawful access to modern equipment sufficient to execute the contract without interruption. Documentary evidence may include logbooks, purchase invoices, lease agreements, hire agreements or other acceptable proof of ownership or availability.

Where equipment is leased or hired, the agreement shall remain valid for a period covering the intended contract duration or shall include a commitment for renewal. The Procuring Entity may, at its discretion, physically inspect the equipment before contract award

Table 2

Requirement	No required	Must meet Yes/No
One Ride-on lawn mower(s) suitable for large institutional grounds	1	
Five Motorized brush cutters and grass trimmers	5	

Requirement	No required	Must meet Yes/No
Ten Hedge trimmers and pruning equipment	10	
One Chainsaw and tree pruning equipment	1	
One Tractor (owned or lease) with slasher attachment or equivalent heavy-duty grass cutting equipment	1	
Utility vehicle, pickup or track (owned or leased) for transportation of personnel and green waste	3	
Assorted Hand tools, wheelbarrows, ladders and other grounds maintenance equipment	assorted	

Tenderers shall provide a schedule of all equipment proposed for deployment under the contract, indicating the make, model, year of manufacture, ownership status and current operational condition.

3. Personnel and Management Structure

The quality of service under this contract will depend largely upon the competence of the personnel deployed by the successful contractor. Tenderers shall therefore demonstrate that they possess an adequate organizational structure supported by experienced supervisory and operational staff capable of managing a contract of this magnitude.

Curriculum Vitae, academic certificates, professional qualifications and evidence of employment shall be submitted for key personnel proposed for the assignment. The Procuring Entity reserves the right to verify the qualifications and experience of any proposed staff member.

Table 3

Requirement	Must meet (Yes/No)
Contract Manager with not less than 3 years' relevant experience- Provide CV	
Grounds Supervisor with demonstrated experience in landscaping and grounds maintenance is an added advantage. Provide CV	
Adequate number of trained grounds maintenance personnel	
Organizational structure clearly demonstrating reporting relationships	

The successful tenderer shall not replace key personnel during the contract period without the prior written approval of the Contract Administrator, except where replacement becomes unavoidable due to resignation, illness, death or other circumstances beyond the contractor's control. Any replacement shall possess qualifications and experience equal to or higher than those of the person being replaced.

4. Methodology and Work Plan

The Procuring Entity requires a tenderer capable of demonstrating a clear understanding of the scope of the services and an effective strategy for delivering them. Tenderers shall therefore submit a detailed Method Statement explaining how they intend to execute the contract, deploy resources, supervise personnel, manage emergencies and maintain service continuity throughout the contract period.

The assessment shall be based on the quality, practicality and completeness of the proposed methodology.

Requirement	Met Yes/no
Demonstrated understanding of the scope of work	
Detailed work programme and implementation schedule	
Resource deployment strategy	
Emergency response and contingency arrangements	
Reporting and communication procedures	

The Procuring Entity shall particularly assess whether the proposed methodology is realistic, achievable and capable of maintaining the Company's grounds in an orderly, safe and aesthetically acceptable condition throughout the contract period.

The contractor shall ensure that all personnel deployed under this contract are appropriately trained, medically fit where applicable and provided with suitable personal protective equipment. The contractor shall be responsible for compliance with all applicable occupational safety, environmental and labour legislation throughout the contract period.

4. Quality Assurance and Contract Management

The Procuring Entity considers quality management to be an essential element of successful service delivery. Tenderers shall therefore demonstrate the systems they have established for monitoring service quality, responding to customer complaints, maintaining records and implementing corrective actions where performance deficiencies are identified.

This will be evaluated based on the following:

Requirement	Must meet Yes/No
Customer complaint handling procedures	
Performance monitoring and reporting system	
Corrective and preventive action procedures	

PRICE SCHEDULE

PROCUREMENT OF GRASS CUTTING AND LANDSCAPING SERVICES

Tender No. ACFC/HR&ADMIN/03/2026/27-8

Instructions to Tenderers

The Tenderer shall complete this Price Schedule in full.

The rates quoted shall be inclusive of all costs associated with the execution of the Contract including, but not limited to:

- a) Labour
- b) Supervision
- c) Transport
- d) Machinery
- e) Fuel and lubricants
- f) Personal Protective Equipment (PPE)
- g) Hand tools
- h) Maintenance of equipment
- i) Insurance
- j) Statutory obligations
- k) Waste collection and disposal
- l) Administrative overheads
- m) Profit
- n) All applicable taxes except VAT (where applicable)

The rates quoted shall remain fixed throughout the Contract period unless varied in accordance with the Contract.

The quantities indicated are estimates for evaluation purposes only and do not constitute a guarantee of the actual quantities to be ordered.

BILL NO. 1 – ROUTINE GROUNDS MAINTENANCE

Item	Description	Unit	Estimated Qty/month	Unit Rate (KSh.)	Amount (KSh.)
1.1	Grass cutting of lawns and open grounds	Service	26		

1.2	Grass cutting around industrial plant	Service	26		
1.3	Grass cutting around administration block	Service	26		
1.4	Grass cutting within staff residential estates	Service	26		
1.5	Grass cutting along internal roads	Service	26		
1.6	Grass cutting around parking areas	Service	26		
1.7	Grass cutting around recreational facilities	Service	26		

Sub-total Bill No. 1 _____

BILL NO. 2 – BUSH CLEARING

Item	Description	Unit	Estimated Qty/month	Unit Rate	Amount
2.1	Bush clearing around perimeter fence	Service	12		
2.2	Bush clearing around drainage reserves	Service	12		
2.3	Bush clearing around utilities and installations	Service	12		
2.4	Bush clearing in designated open areas	Service	12		

Sub-total Bill No. 2 _____

BILL NO. 3 – HEDGE AND SHRUB MAINTENANCE

Item	Description	Unit	Estimated Qty/Year	Unit Rate	Amount
3.1	Hedge trimming	Service	12		
3.2	Shrub shaping	Service	12		
3.3	Ornamental plant maintenance	Service	12		

Sub-total Bill No. 3 _____

BILL NO. 4 – TREE MANAGEMENT

Item	Description	Unit	Estimated Qty/month	Unit Rate	Amount
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4.1	Tree pruning	Service	4		
4.2	Removal of dead branches	Service	4		
4.3	Removal of dangerous limbs	Service	4		

Sub-total Bill No. 4 _____

BILL NO. 5 – FLOWER GARDENS AND LANDSCAPING

Item	Description	Unit	Estimated Qty/month	Unit Rate	Amount
5.1	Weeding flower beds	Service	15		
5.2	Cultivation of flower beds	Service	15		
5.3	Application of manure/fertilizer (where instructed)	Service	15		
5.4	Watering ornamental plants	Service	30		

Sub-total Bill No. 5 _____

BILL NO. 6 – DRAINAGE MAINTENANCE

Item	Description	Unit	Estimated Qty/Year	Unit Rate	Amount
6.1	Removal of vegetation from drainage channels	Service	15		
6.2	Cleaning drainage reserves	Service	15		
6.3	Removal of debris from culverts	Service	15		

Sub-total Bill No. 6 _____

BILL NO. 7 – WASTE COLLECTION AND DISPOSAL

Item	Description	Unit	Estimated Qty/Year	Unit Rate	Amount
7.1	Collection of cut grass	Service	26		
7.2	Loading vegetation waste	Service	26		
7.3	Transportation to approved disposal site	Service	26		
7.4	Disposal at approved site	Service	26		

Sub-total Bill No. 7 _____

BILL NO. 8 – EMERGENCY SERVICES

Item	Description	Unit	Estimated Qty/Year	Unit Rate	Amount
8.1	Emergency grass cutting	Service	6		
8.2	Emergency bush clearing	Service	6		
8.3	Emergency removal of fallen trees/branches	Service	6		
8.4	Emergency vegetation clearance after storms	Service	6		

Sub-total Bill No. 8 _____

BILL NO. 9 – PERSONNEL

Item	Description	Unit	Qty	Monthly Rate	Annual Amount
9.1	Contract Manager	Month	12		
9.2	Grounds Supervisor	Month	12		
9.3	Machine Operators	Month	12		
9.4	Grounds Workers	Month	12		

Sub-total Bill No. 9 _____

BILL NO. 10 – EQUIPMENT

Item	Description	Unit	Qty	Annual Rate	Amount
10.1	Ride-on mower	No.	1		
10.2	Brush cutters	No.	4		
10.3	Hedge trimmers	No.	2		
10.4	Chainsaws	No.	2		
10.5	Tractor with slasher	No.	1		
10.6	Utility pickup	No.	1		
10.7	Hand tools and accessories	Lot	1		

Sub-total Bill No. 10 _____

ADDITIONAL SERVICES (PROVISIONAL SUM)

The Procuring Entity may, during the Contract period, require the Contractor to undertake services that are incidental to or complementary to the Scope of Services but were not specifically included in the priced Bills.

Such services shall only be undertaken upon issuance of a written instruction by the Contract Administrator.

Payment shall be based on:

- a) the rates contained in this Price Schedule where applicable;
- b) negotiated rates where no comparable item exists; or
- c) actual verified cost plus the Contractor's agreed overhead and profit, subject to the approval of the Procuring Entity.

Examples of Additional Services include, but are not limited to:

Item	Description	Unit	Estimated Qty	Unit Rate	Amount
A1	Land reclamation and rehabilitation	Service	Provisional		
A2	Removal of invasive plant species	Service	Provisional		
A3	Supply and planting of ornamental flowers	Service	Provisional		
A4	Supply and planting of trees	Service	Provisional		
A5	Supply and laying of topsoil	m ³	Provisional		
A6	Landscaping for new developments	m ²	Provisional		
A7	Grass reseeding and turf replacement	m ²	Provisional		
A8	Removal of stumps and roots	No.	Provisional		
A9	Vegetation clearance after fire or flooding	Service	Provisional		
A10	Any other landscaping service authorized in writing by the Contract Administrator	Service	Provisional		

Provisional Sum for Additional Services (KSh.) _____

GRAND SUMMARY

Bill	Description	Amount (KSh.)
1	Routine Grounds Maintenance	
2	Bush Clearing	
3	Hedge & Shrub Maintenance	
4	Tree Management	
5	Flower Gardens & Landscaping	

6	Drainage Maintenance	
7	Waste Collection & Disposal	
8	Emergency Services	
9	Personnel	
10	Equipment	
11	Additional Services (Provisional Sum)	
	Sub-Total	
	VAT (where applicable)	
	TOTAL TENDER PRICE (KSh.)	

Schedule F – Proposed Work Programme

The Tenderer shall submit a narrative work programme describing how the services will be undertaken throughout the contract period.

The work programme shall include—

- a) mobilisation arrangements;
- b) deployment of personnel;
- c) equipment allocation;
- d) routine maintenance programme;
- e) supervision arrangements;
- f) emergency response procedures;
- g) reporting arrangements.

The Procuring Entity shall evaluate the practicality and adequacy of the proposed programme during Technical Evaluation.

Schedule G – Resource Availability Declaration

RESOURCE AVAILABILITY DECLARATION

The Tenderer hereby declares that the personnel, machinery, equipment and vehicles listed in this Tender shall be exclusively available for deployment under this Contract upon award.

The Tenderer further undertakes that none of the resources declared in this Tender have been falsely represented or borrowed solely for purposes of evaluation.

The Tenderer acknowledges that the Procuring Entity reserves the right to verify the availability of all declared resources before award of contract and at any time during contract implementation.

Where any declaration is found to be false, misleading or materially inaccurate, the Procuring Entity may reject the Tender, terminate the Contract where already awarded, and take any other action permitted under the Public Procurement and Asset Disposal Act, 2015.

Name of Tenderer: _____

Authorized Representative: _____

Signature: _____

Company Seal

Date: _____

5.3 Scope of Services

The Contractor shall provide comprehensive grass cutting and landscaping services throughout all designated areas of the Company's premises including but not limited to:

- a) Industrial production areas;
- b) Administrative offices;
- c) Residential estates;
- d) Staff recreational facilities;
- e) Roadsides and road reserves;
- f) Drainage reserves;
- g) Open fields;
- h) Perimeter fence lines;
- i) Car parks;
- j) Visitor reception areas;
- k) Gardens;
- l) Flower beds;
- m) Nursery beds
- n) Lagoons
- o) Other areas as may be designated by the Contract Administrator.

5.4 Detailed Description of Services

The Contractor shall undertake, among others, the following activities:

Grass Cutting

Grass shall be cut to an even height using appropriate mechanical equipment.

Grass cutting shall be carried out at intervals directed by the Contract Administrator and in any event before grass exceeds acceptable maintenance height.

Grass shall not be allowed to obstruct roads, footpaths, drainage channels, fire hydrants, electrical installations or security installations.

Slashing of Bushes

Bushes, shrubs and undergrowth shall be slashed or cleared where directed by the Contract Administrator.

Special attention shall be given to security-sensitive areas including perimeter fences and surveillance zones.

Hedge Maintenance

Hedges shall be trimmed to maintain uniform height, width and appearance.

Dead branches shall be removed immediately.

Pruning of Trees

Trees shall be pruned where instructed by the Contract Administrator to:

- a) remove dead branches;
- b) improve visibility;
- c) improve security surveillance;
- d) eliminate hazards;
- e) enhance aesthetic appearance.

Flower Bed & tree nursery Maintenance

The Contractor shall:

- a) weed flower/tree nursery beds;
- b) cultivate flower gardens;
- c) Prepare tree nurseries
- d) apply manure where instructed;
- e) water plants where necessary;
- f) replace damaged ornamental plants when directed.

Weed Control

The Contractor shall control weeds manually or through approved environmentally friendly methods.

Chemical herbicides shall not be used without written approval from the Contract Administrator.

Cleaning After Grass Cutting

Immediately after every grass cutting exercise the Contractor shall:

- a) collect all cut grass;
- b) remove leaves;
- c) collect twigs;
- d) collect branches;
- e) remove all debris generated during maintenance;
- f) transport waste to approved disposal sites.

No cut grass shall be left on roads, drains or lawns.

Maintenance of Drainage Reserves

Grass and vegetation within drainage reserves shall be removed regularly to facilitate free flow of storm water.

Maintenance Around Buildings

Vegetation surrounding buildings shall be maintained in a manner that:

- a) discourages pests;
- b) prevents dampness;
- c) improves appearance;
- d) enhances accessibility.

Maintenance Around Security Installations

Vegetation surrounding:

- a) perimeter fence;
- b) CCTV poles;
- c) security lighting;
- d) transformers;
- e) substations;
- f) water installations;

shall be maintained continuously to ensure clear visibility.

5.5 Contractor's Responsibilities

The Contractor shall:

- 1) provide competent supervision throughout the Contract;
- 2) provide adequate manpower;
- 3) provide all machinery and equipment;
- 4) provide all PPE to employees;
- 5) comply with OSHA 2007;
- 6) comply with EMCA;
- 7) comply with Labour Laws;
- 8) maintain equipment in good working condition;
- 9) deploy only trained personnel;
- 10) replace absent personnel immediately;
- 11) maintain discipline among employees.

5.6 Equipment Requirements

The Contractor shall maintain throughout the Contract period adequate quantities of at least the following equipment:

Equipment	Minimum Requirement
Ride-on Lawn Mower	1
Heavy Duty Brush Cutters	4
Hedge Trimmers	2
Chainsaws	2
Tractor with Slasher (where applicable)	1
Pickup/Utility Vehicle	1
Wheelbarrows	4
Rakes	10
Slashers	10
Spades	6
Hoes	6
Pruning Shears	6

Equivalent or additional equipment may be deployed subject to approval by the Contract Administrator.

5.7 Service Levels and Performance Standards

The Contractor shall perform the Services in a manner that ensures the Company's premises remain clean, orderly, safe and aesthetically maintained throughout the Contract period. The Contractor shall observe the minimum performance standards prescribed in this section without prejudice to any additional instructions issued by the Contract Administrator.

The Contractor shall ensure that:

- a) Grass within all designated areas is maintained at a height not exceeding one hundred (100) millimetres unless otherwise instructed.
- b) Bushes and shrubs are trimmed to maintain a neat and uniform appearance.
- c) Hedges are maintained in a straight, even and healthy condition.
- d) Trees are pruned regularly to eliminate dead branches, improve visibility and enhance safety.
- e) Road reserves, footpaths, parking areas and walkways remain free from overgrown vegetation.
- f) Storm water drains and drainage reserves remain free from grass, weeds and vegetation that may obstruct the flow of water.
- g) Flower gardens and landscaped areas remain healthy, attractive and free from weeds.
- h) Vegetation around security installations, perimeter fences, CCTV cameras, transformers, substations, fire hydrants and emergency access routes is maintained at all times to ensure unrestricted visibility and accessibility.

5.8 Frequency of Services

Unless otherwise directed by the Contract Administrator, the minimum frequency of services shall be as follows:

Service Activity	Minimum Frequency
Grass cutting	Daily or as directed
Hedge trimming	Weekly or as directed by the administrator
Tree pruning	Quarterly and whenever required
Bush clearing	Weekly or as directed
Weeding of flower beds	Weekly
Drainage reserve maintenance	Weekly
Removal of cut grass and debris	Immediately after every maintenance exercise

Cleaning of work areas	Daily during execution of works
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The Procuring Entity reserves the right to vary the frequency of any activity depending on seasonal weather conditions, operational requirements or emergency situations.

5.9 Working Hours

The Contractor shall perform the Services during the normal working hours of the Company unless otherwise authorized by the Contract Administrator.

Where operational requirements demand, the Contractor may be required to undertake maintenance works outside normal working hours, during weekends or on public holidays at no additional cost to the Procuring Entity unless expressly provided for in the Contract.

5.10 Personnel Requirements

Throughout the duration of the Contract, the Contractor shall maintain an adequate workforce comprising competent personnel with appropriate qualifications, skills and experience.

At a minimum, the Contractor shall deploy:

Position	Minimum Number
Contract Manager	1
Grounds Supervisor	1
Machine Operators	3
Skilled Grounds Personnel	6
General Grounds Workers	As required

Any replacement of key personnel shall require the prior written approval of the Contract Administrator.

5.11 Uniforms and Personal Protective Equipment

The Contractor shall provide all employees engaged in the Contract with appropriate uniforms bearing the Contractor's corporate identity together with suitable Personal Protective Equipment (PPE).

The PPE shall include, where applicable:

- a) Safety boots
- b) Reflective jackets
- c) Protective overalls
- d) Safety gloves
- e) Eye protection
- f) Ear protection

- g) Dust masks
- h) Safety helmets where necessary

All PPE shall comply with the Occupational Safety and Health Act, 2007 and shall be maintained in good condition throughout the Contract period.

5.12 Occupational Health and Safety

The Contractor shall be solely responsible for the health, safety and welfare of all personnel deployed under the Contract.

The Contractor shall:

- a) comply fully with the Occupational Safety and Health Act, 2007;
- b) conduct risk assessments before commencement of work;
- c) establish safe systems of work;
- d) provide first aid arrangements at all times;
- e) report all accidents immediately to the Contract Administrator;
- f) investigate all incidents and implement corrective measures;
- g) ensure that no employee works while under the influence of alcohol or drugs.

5.13 Environmental Protection

The Contractor shall execute the Services in an environmentally responsible manner.

The Contractor shall:

- a) minimize environmental pollution;
- b) avoid unnecessary destruction of vegetation;
- c) prevent soil erosion;
- d) prevent contamination of drainage systems;
- e) dispose of waste only at approved disposal sites;
- f) comply with the Environmental Management and Co-ordination Act (EMCA) and all applicable environmental regulations.

Burning of grass, leaves or other vegetation within the Company's premises shall be strictly prohibited unless expressly authorized in writing by the Procuring Entity and the relevant regulatory authorities.

5.14 Waste Collection and Disposal

All grass cuttings, leaves, branches, weeds and other waste generated during execution of the Services shall be collected immediately upon completion of the work.

The Contractor shall transport all waste using suitable vehicles to approved disposal sites at its own cost.

Accumulation of vegetation waste within the Company's premises shall not be permitted.

5.15 Equipment Maintenance

The Contractor shall ensure that all machinery and equipment deployed under the Contract remain in good working condition throughout the Contract period.

Defective equipment shall be repaired or replaced immediately to avoid interruption of service delivery.

The Procuring Entity reserves the right to inspect all equipment at any time during the Contract period.

5.16 Inspection and Acceptance of Services

The Contract Administrator or an authorized representative(s)/Contract implementation team shall inspect the Services after each maintenance cycle to determine compliance with the Contract requirements.

Inspection shall include verification that:

- a) all assigned areas have been maintained;
- b) grass has been cut to the required standard;
- c) hedges and trees have been properly maintained;
- d) drainage reserves are free from obstruction;
- e) vegetation waste has been removed;
- f) no damage has been occasioned to Company property;
- g) safety requirements have been observed.

Where deficiencies are identified, the Contractor shall rectify them within twenty-four (24) hours after notification at no additional cost to the Procuring Entity.

5.17 Performance Monitoring and Key Performance Indicators (KPIs)

The Contractor's performance shall be monitored continuously using measurable performance indicators. Failure to achieve the prescribed standards may result in corrective action, deduction of payments, issuance of warning notices or termination of the Contract in accordance with the Conditions of Contract.

Performance Indicator	Performance Target
Completion of scheduled grass cutting	100%
Timely completion of assigned works	100%

Performance Indicator	Performance Target
Removal of vegetation waste	100%
Compliance with safety requirements	100%
Availability of required equipment	100%
Attendance of deployed personnel	100%
Response to emergency instructions	Within 2 hours
Rectification of defects	Within 24 hours

5.18 Activity Schedule

The Contractor shall undertake the services in accordance with the Activity Schedule below. The schedule represents the minimum requirements and may be varied by the Contract Administrator depending on operational needs, seasonal conditions or emergencies.

Item No.	Description of Service	Frequency
1	Grass cutting in all designated areas	Daily or as directed
2	Bush clearing	Weekly
3	Hedge trimming	Weekly
4	Tree pruning	Quarterly or as directed
5	Flower bed maintenance	Daily
6	Weed removal	Weekly
7	Cleaning of drainage reserves	Weekly
8	Maintenance of perimeter fence line	Weekly
9	Maintenance around buildings	Weekly
10	Maintenance around security installations	Weekly
11	Collection of grass and vegetation waste	Immediately after every exercise
12	Transportation and disposal of waste	Immediately after collection
13	Emergency vegetation clearance	Within two (2) hours of notification

The Contractor shall maintain sufficient personnel and equipment to execute all scheduled activities without interruption.

5.19 Service Level Agreement (SLA)

The Contractor shall achieve and maintain the following minimum service levels throughout the Contract period.

Service Standard	Required Level
Completion of scheduled maintenance	100%
Grass height after cutting	Not more than 100 mm
Removal of cut grass	Same day
Response to emergency requests	Within 2 hours
Correction of defects identified during inspection	Within 24 hours
Availability of key equipment	100%
Availability of key personnel	100%
Compliance with Health and Safety requirements	100%
Environmental compliance	100%

Failure to attain the agreed Service Levels may result in the issuance of a Corrective Action Notice and may attract deductions from certified payments where poor performance persists.

5.20 Contractor's Monthly Work Programme

The Contractor shall submit a Monthly Work Programme to the Contract Administrator at least five (5) working days before the commencement of each month.

The Work Programme shall indicate:

- a) areas scheduled for maintenance;
- b) proposed dates of execution;
- c) equipment to be deployed;
- d) personnel deployment;
- e) estimated completion dates;
- f) anticipated operational challenges; and
- g) mitigation measures.

The Work Programme shall not be implemented until approved by the Contract Administrator.

5.21 Daily Site Records

The Contractor shall maintain accurate daily records showing:

- a) date;
- b) work location;
- c) activities undertaken;
- d) number of personnel deployed;

- e) equipment utilized;
- f) weather conditions where relevant;
- g) start and completion times;
- h) incidents and accidents;
- i) instructions issued by the Contract Administrator.

These records shall be made available for inspection at any time.

5.22 Monthly Performance Report

Within five (5) working days after the end of every month, the Contractor shall submit a comprehensive performance report containing, at a minimum:

1. Executive Summary.
2. Activities completed.
3. Areas maintained.
4. Equipment utilized.
5. Personnel deployment.
6. Health and Safety incidents.
7. Environmental issues encountered.
8. Photographic evidence of completed works (before and after).
9. Challenges encountered.
10. Corrective actions undertaken.
11. Recommendations for improvement.

The Report shall be signed by the Contractor's Contract Manager before submission.

5.23 Inspection, Certification and Acceptance

The Contract Administrator shall inspect all services rendered before certifying payment.

Inspection shall confirm that:

- a) all scheduled works have been completed;
- b) services meet the required standards;
- c) no assigned areas have been omitted;
- d) waste has been removed;
- e) equipment has been properly utilized;

- f) Company property has not been damaged.

Where deficiencies are identified, the Contractor shall rectify the defects within twenty-four (24) hours at no additional cost.

Failure to rectify defects within the prescribed period may result in deductions from the monthly payment, performance warnings or other contractual remedies.

5.24 Payment Terms

Payment shall be made monthly upon:

- a) satisfactory completion of the scheduled services;
- b) inspection and certification by the Contract Administrator;
- c) submission of a valid tax invoice;
- d) submission of the Monthly Performance Report;
- e) submission of statutory compliance evidence where required under the Contract.

Payment shall be made within the period stipulated in the Special Conditions of Contract, subject to availability of funds and compliance with all contractual obligations.

5.25 Key Performance Indicators (KPIs)

The Contractor's performance shall be evaluated using the following Key Performance Indicators:

KPI	Target	Weight (%)
Completion of scheduled works	100%	25
Quality of grass cutting and landscaping	Excellent	20
Timely response to emergency requests	≤ 2 hours	10
Compliance with Health & Safety requirements	100%	15
Equipment availability	100%	10
Waste collection and disposal	100%	10
Submission of reports on time	100%	5
Customer satisfaction	≥ 90%	5

The Contract Administrator shall undertake monthly performance evaluations using these KPIs. Consistent failure to achieve the prescribed standards may constitute poor performance and may lead to contractual remedies, including termination in accordance with the Conditions of Contract.

5.26 Handover at Completion of Contract

Upon expiry or termination of the Contract, the Contractor shall:

- a) remove all personnel, equipment and temporary facilities from the Company's premises;
- b) hand over all areas in a clean and satisfactory condition;
- c) submit all outstanding reports and records;
- d) account for any Company property entrusted to the Contractor; and
- e) cooperate with the incoming contractor or the Procuring Entity to ensure a smooth transition without disruption of services.

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Where there is any conflict between the GCC and the SCC, the SCC shall prevail.

SCC 1 – Procuring Entity

The Procuring Entity is:

Agro-Chemical & Food Company Limited (ACFC)

P.O. Box 18-40107

Muhoroni, Kenya

SCC 2 – Contract Administrator

The Contract Administrator shall be:

Manager Administration

Agro-Chemical & Food Company Limited

The Contract Administrator may designate another authorized officer in writing to administer the Contract.

SCC 3 – Contract Commencement

The Contract shall commence on the date specified in the Letter of Award or Contract Agreement after fulfillment of all condition's precedent, including submission of the Performance Security.

SCC 4 – Contract Duration

The Contract shall remain in force for an initial period of **twelve (12) months**.

Subject to:

- a) satisfactory performance;
- b) continued need for the services;
- c) availability of budgetary allocation; and

the Contract may be renewed once for a further period of twelve (12) months, in accordance with the Public Procurement and Asset Disposal Act, 2015 and applicable Regulations.

SCC 5 – Scope of Services

The Contractor shall perform all services described under Section V – Procuring Entity's Requirements and any lawful instructions issued by the Contract Administrator consistent with the Contract.

SCC 6 – Place of Performance

The Services shall be performed at all ACFC premises, including:

- a) Industrial Plant;
- b) Administrative Offices;
- c) Staff Residential Estates;
- d) Recreational Facilities;
- e) Roads;
- f) Drainage Systems;
- g) Open Grounds;
- h) Security Installations; and
- i) Any other locations designated by the Contract Administrator within the Company's premises.

SCC 7 – Working Hours

Routine services shall ordinarily be performed during normal working hours.

The Procuring Entity may require services outside normal working hours, including weekends and public holidays, where operational or emergency circumstances so require.

SCC 8 – Performance Security

The successful Tenderer shall furnish a Performance Security equivalent to **five percent (5%) of the Contract Price** in the form specified in the Tender Document.

The Performance Security shall remain valid until thirty (30) days after completion of the Contract.

SCC 9 – Payment Terms

Payment shall be made monthly after:

- a) satisfactory completion of scheduled services;
- b) inspection and certification by the Contract Administrator;

- c) submission of a valid tax invoice; and
- d) submission of the required monthly performance report.

Payments shall be processed within the period provided under the GCC, subject to compliance with all contractual obligations.

SCC 10 – Service Standards

The Contractor shall maintain the service levels and Key Performance Indicators prescribed under Section V throughout the Contract period.

Persistent failure to meet the prescribed standards shall constitute poor performance and may attract contractual remedies, including deductions, issuance of warning notices or termination of the Contract.

SCC 11 – Personnel

The Contractor shall maintain throughout the Contract period the key personnel evaluated during the tender process. Any proposed replacement of key personnel shall require the prior written approval of the Contract Administrator and the replacement shall possess qualifications and experience equal to or better than those of the person being replaced.

SCC 12 – Equipment

The Contractor shall maintain, throughout the duration of the Contract, the minimum equipment specified under Section V. Equipment shall be in good working condition and shall be replaced immediately where it becomes defective or unavailable.

SCC 13 – Health, Safety and Environmental Compliance

The Contractor shall comply with:

- a) the Occupational Safety and Health Act, 2007;
- b) the Environmental Management and Co-ordination Act (EMCA);
- c) the Employment Act, 2007;
- d) the Labour Relations Act;
- e) the Work Injury Benefits Act (WIBA); and
- f) all other applicable laws and regulations.

The Contractor shall be solely responsible for the safety and welfare of its personnel while performing the Services.

SCC 14 – Reporting

The Contractor shall submit the monthly reports, work programmes and other reports required under Section V within the prescribed timelines. Failure to submit reports may delay certification and payment.

SCC 15 – Liquidated Damages

Where the Contractor fails to perform the Services in accordance with the Contract and such failure is attributable to the Contractor, the Procuring Entity may apply the remedies provided under the GCC, including liquidated damages where applicable, after giving the Contractor an opportunity to remedy the default.