



CHEMELIL SUGAR COMPANY LIMITED

TENDER DOCUMENT

FOR



**GRASS CUTTING, DRAINAGE CLEANING,
FLOWER/TREE BED & COMPOUNDS
MAINTENANCE RUBBISH COLLECTION AND
DISPOSAL**

**Senior Staff Quarters, Junior Staff Quarters &
Administration Offices**



(Reserved for YWPWD)

FOR THE YEAR 2018/2019

TENDER NO. CSCL/LT/2018 – 2019/12

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Section A. Invitation for Tenders

Date: 5th November, 2018

To:
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Dear Sir/Madam,

TENDER REF NO: CSCL/LT/2018 – 2019/12

**TENDER NAME: GRASS CUTTING, DRAINAGE CLEANING,
FLOWER/TREE BED & COMPOUNDS MAINTENANCE AND
RUBBISH COLLECTION – Senior Staff Quarters, Junior Staff
Quarters & Administration Offices**

Chemelil Sugar Company Limited invites sealed tenders from eligible candidate's i.e. **AGPO Registered Groups for Grass Cutting, Drainage cleaning, Flower/Tree Bed & Compound Maintenance and rubbish collection-Senior Staff Quarters, Junior Staff Quarters & Administration Offices**

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at Chemelil Sugar Company Limited during normal working hours.

A complete set of tender documents may be our website www.chemsugar.co.ke/corporatedocuments or the National Treasury IFMIS website: www.supplier.treasury.go.ke free of charge or obtain a set of each hard copy upon payment of a non-refundable fee of Kshs. 1,000.00 (one thousand only) payable to Chemelil Sugar Company Ltd either in cash or bankers cheque.

- 1.2 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 90 (ninety) days from the closing date of the tender.

- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the **Company's Reception at the Ground Floor, Administration Block** or be mailed to **The Managing Director, Chemelil Sugar Company Limited** so as to be received on or before **Monday 19th November, 2018 at 10.00 a.m.**

- 1.4 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Company's Boardroom.**

Yours faithfully,

For: **CHEMELIL SUGAR COMPANY LIMITED**

SHIRLEY SAKWA
SUPPLY CHAIN MANAGER(Ag)

SECTION B: General Information

INTRODUCTION

1.0. Eligible Tenderers

- 1.1. This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. The successful tenderer shall complete the supply of services by the intended completion date specified in the tender documents.
- 1.2. Tenderers shall provide the qualification information statement that the tenderer (including all members of joint venture and sub-contractors) is not associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Company to provide consulting services for the preparation of the design, specification and other documents to be used for the procurement of the services under this invitation for tenders.
- 1.3. Tenders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.0. Cost of Tendering

- 2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender and the Company will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

3.0. The Tender Document and the Contents

- 3.1 The tender document comprises the documents listed below and any addenda issued in accordance with Clause 5 of these instructions to tender:-
 - (i) Tender Notice.
 - (ii) General Information
 - (iii) General Conditions of The Contract
 - (iv) Special Conditions of The Contract
 - (v) Form of Tender
 - (vi) Price Schedule
 - (vii) Certificate of Payment
 - (viii) Qualification Form

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

4.0. Clarification of Documents

4.1.1 A prospective tenderer requiring any clarification of the tender document may notify the Company in writing or by cable (hereinafter, the term cable is deemed to include telex or facsimile) at the Company's address indicated in the tender notice. The Company will respond in writing to any request for clarification of the tender documents, which it receives no later than two (2) days prior to the deadline for the submission of tenders, prescribed by the Company. Written copies of the Company response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective tenderers that have received the tender document.

4.1.2 Site Visit (Mandatory)

4.1.3 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.

4.1.4 The tenderer and any of his personnel or agents will be granted permission by Chemelil Sugar Company Ltd to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Company from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

4.1.5 A representative of the Company will be available to meet the intending tenderers at the Site.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

Each tenderer shall complete the Certificate of Tenderer's Visit to the Site.

5.0. Amendment of Documents

5.1. At any time prior to the deadline for submission of tenders, the Company, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

5.2. All prospective tenderers that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.

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

6.0. Preparation of Tenders

6.1. Language of Tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Company, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

7.0. Documents Comprising the Tender

7.1. The tender prepared by the tenderer shall comprise the following components:

- (a) A tender Form completed in accordance with paragraph 8.0 below.
- (b) Qualification Form evidencing tenders eligibility to tender and is qualified to perform the contract in accordance with paragraph 9.

8.0. Tender Form

8.1 The tenderer shall complete the Tender Form furnished in the tender document indicating a brief description of the services to be provided.

9.0 Tenderers Eligibility and Qualifications

9.1 Pursuant to Clause 7.1 (b) above, the tenderer shall furnish as part of its tender, documents establishing the tenderers eligibility to tender and its qualification to perform the contract if its tender is accepted.

9.2 The documentary evidence of the tenderers qualification to perform the contract if its tender is accepted shall establish to the Company's satisfaction that the tenderer has the financial and managerial capability necessary to perform the contract.

10.0 Validity of Tenders

10.1 Tenders shall remain valid for 90 (Ninety) days or as specified in the tender documents after date of tender opening prescribed by the Company pursuant to paragraph 13. A tender valid for a shorter period shall be rejected by the Company as non-responsive.

10.2 In exceptional circumstances, the Company may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

11.0 Format and Signing of Tender

- 11.1 The Company shall prepare two copies of the tender, clearly marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER**”, as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender shall be initialed by the person or persons signing the tender.
- 11.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

12.0 Submission, Sealing and Marking of Tenders

- 12.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. The envelopes shall then be sealed in an outer envelope.
- 12.2 The inner and outer envelopes shall:
- (a) be addressed to the Company, at the following address:

**The Managing Director
Chemelil Sugar Company Limited
P.O. Box 1649
KISUMU**

Bear the words " **GRASS CUTTING, DRAINAGE CLEANING, FLOWER/TREE BED & COMPOUNDS MAINTENANCE AND RUBBISH COLLECTION -SENIOR STAFF QUARTERS, JUNIOR STAFF QUARTERS & ADMINISTRATION OFFICES** " and “**DO NOT OPEN BEFORE**” **Monday 19th November, 2018 at 10.00 a.m.**

- 12.3 The inner envelopes shall also indicate the name and address of the tenderer to be returned unopened in case it is declared “**late**”.
- 12.4 If the outer envelope is not sealed and marked as required by paragraph 12.1, the Company will assume no responsibility for the tender’s misplacement or premature opening.

13.0 Deadline for submission of Tenders

- 13.1. Tenders must be received by the Company at the address specified under paragraph 13.2 not later than **10.00 a.m. on Monday 19th November, 2018.**
- 13.2 The Company may, at its discretion extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and

obligation of the Company and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

14.0 Modification and Withdrawal of Tenders

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

14.2 The Tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with provisions of paragraph 13. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

14.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 10.7.

15.0 Opening and Evaluation of Tenders

15.1 The Company will open all tenders in the presence of the tenderers' representatives who choose to attend at **10.00 a.m. on Monday 19th November, 2018** in the Company's Boardroom.

15.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.

15.3 The tenderer's names, tender modifications or withdrawals and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening.

15.4 The Company will prepare minutes of the tender opening.

16.0 Clarification of Tenders

16.2 To assist in the examination, evaluation and comparison of tenders, the Company may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change of substance of the tender shall be sought, offered, or permitted.

16.3 Any effort by the tenderer to influence the Company in the Company's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

17.0 Preliminary Examination

17.1 The Company will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 17.2 The Company may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 17.3 Prior to the detailed evaluation, pursuant to paragraph 19, the Company will determine the substantial responsiveness of each tender to the tender documents.
- 17.4 For purpose of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Company's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 17.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

18.0 Evaluation and Comparison of Tenders

- 18.1 The Company will evaluate and compare tenders, which have been determined to be substantially responsive pursuant to paragraph 18.
- 18.2 The Company's evaluation of a tender will take into account the following:
- (1) The tenderers financial ability and or strength
 - (2) The tenderers managerial capabilities and or strengths
 - (3) The tenderers prior experience in the management of similar facilities.
 - (4) The tenderers availability to start the execution of the contract.

19.0 Contacting the Company.

- 19.1 Subject to paragraph 17, no tenderer shall contact the Company on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 19.2 Any effort by a tenderer to influence the Company in its decision on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers tender.

20.0 Award of Contract

Post-qualification

- 20.1 In the absence of prequalification, the Company will determine to its satisfaction whether the tenderer that is selected as having submitted the suitable evaluated responsive tender is qualified to perform the contract satisfactorily.
- 20.2 The determination will take into account the tenderer's experience, managerial and financial capabilities and availability to start the execution of contract. It will be based upon an examination of the documentary evidence of the tenderers qualification submitted by the tenderer, pursuant to paragraph 9, as well as such other information as the Company deems necessary and appropriate.
- 20.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender in which event the

Company will proceed to the next suitable evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

21.0 Award Criteria

No.	Item	Responsive or Not (Y=Yes, N=No)
A.	Statutory Compliance (Mandatory) (i) Certificate of Registration (ii) Valid Tax Compliance Certificate (iii) Pin Certificate. (iv) Valid copy of AGPO Certificate	
B.	TECHNICAL EVALUATION Technical evaluation shall constitute 70% of total evaluation score. Only candidates who score 50/70 shall proceed to Financial Evaluation	Score
1.	General Experience: - Recommendation from at least two clients of similar capacity as CSCL (if any) - Evidence of similar work at least 2 major clients Attach proof documents-award letters, LPOs (if any) etc (i) Provide evidence of ability to provide the service (5 Marks) (ii) Previous experience(if any)/demonstrable ability to execute this assignment as per specifications (5 Marks)	10
2.	Financial Position: (i)Confirmation of having a Bank Account (provide current bank statement)(5Marks) (ii) Demonstrate ability to access funds (letter of confirmation from the Bank above) (5 Marks)	10
3.	Equipment Capabilities: To show/proof of ownership or lease of the equipments to be used to carry out the job as per CSCL standards. Demonstrate ability to avail recommended equipments as per scope of work List of relevant : i) PPEs (Personal Protective's Equipments) (10 Marks) ii) Working tools in possession or to be acquired to execute contract(10Marks) iii) Any added advantages to Chemelil Sugar Company if awarded (5 Marks)	25
4.	Personnel Capability Provide CVs of managerial and Supervisory staff: i) CV above tertiary (administrative) (10 Marks) ii) CV Secondary level (operational/supervision) (5 Marks) iii) CV Primary Level (2 Marks)	10
7.	List of Major Customers i) 5 Clients accessed to since registration if any (5 Marks) ii) Demonstrate methodology and plans to execute contract (5 Marks)	10
8.	Geographical Proximity i) Proof on how quick/fast resource mobilization will be carried out to execute the required job - Immediately (5 Marks) - At least one month (2 Marks)	5
	Total Score	70

Note:

Only those who score not less than 50 out of 70 of the requirements shall proceed to financial evaluation.

C. Financial evaluation

Financial evaluation = 30 points

Formula;-

FS – Financial Scores

FM - Lowest priced Financial proposal

F – Financial proposal of the bidder being evaluated

SF – $30 \times \frac{FM}{F}$

Total Score = Financial Score + Technical Score

-The bidder who shall be determined as the lowest evaluated bidder after surpassing the Minimum technical score shall be considered and recommended for award.

21.1. Subject to paragraph 19 and 23 the Company will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the most suitable evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

22.0 Company's Right to Accept or Reject Any or All Tenders

22.1 The Company reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer(s) or any obligation to inform the affected tenderer(s) of the grounds for the procuring entity's action.

23.0 Notification of Award

23.1. Prior to the expiration of the period of tender validity, the Company will notify the successful tenderer in writing that its tender has been accepted.

23.2 The notification of award will constitute the formation of the contract.

24.0 Signing of Contract

24.1 At the same time as the Company notifies the successful tenderer that its tender has been accepted, the Company will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

- 24.2 Within twenty one (21) days of receipt of the Contract Form, the successful tenderer shall sign and date the Contract and return it to the Company.
- 24.3 Failure of the successful tenderer to comply with the requirement of paragraph 23 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Company may make the award to the next evaluated tenderer or call for new tenders.

25.0 Corrupt and Fraudulent Practices

- 25.1. The Company requires that tenderers observe the highest standard of ethics during the procurement process and execution of the contract. In pursuance of this policy, the Company:-
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:-
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a Company official in the procurement process or in contract execution, and
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring entity, and included collusive practice among tenderer (prior to or after tender submission) designed to deprive the Company of the benefits of free and open competition.
 - (b) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.
- 25.2 Furthermore, tenderers shall be aware of the provisions stated in both General and Special conditions of the Contract.

SECTION C: General Conditions of Contract

Definitions

1.0. In this contract, the following terms shall be interpreted as indicated:-

- (a) **“The Contract”** means the agreement entered into between the Company and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Company”** means Chemelil Sugar Company Limited inviting tenders under this Contract.
- (c) **“The tenderer”** means the individual or firm supplying the services under this contract.

2.0. Application

2.1. These conditions shall apply in all contracts made by the Company for provision of services as specified in the tender documents.

3.0. Use of Contract Documents and Information

3.1. The tenderer shall not, without the Company's prior written consent, disclose the contract, or any provision thereof, or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the tenderer in the performance of the contract.

3.2. The tenderer shall not, without the Company's prior written consent, make use of any document or information enumerated in paragraph 3.1. above.

3.3. Any document, other than the contract itself, enumerated in paragraph 3.1 shall remain the property of the Company and shall be returned, (all copies) to the Company on completion of the Tenderers performance under the contract if so required by the Company.

4.0 Inspection

4.1. The Company or its representative shall have the right to inspect your work to confirm conformity to Company requirements. The Company shall be under no obligation to notify the tenderer of the time and date of the inspection.

5.0. Assignment

5.1 The tenderer shall not assign its obligations to perform under this Contract, except with the Company's prior written consent.

6.0 Termination

- 6.1. The Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the tenderer, terminate this contract in whole:
- (a) If the tenderer fails to perform its obligations under the Contract.
 - (b) If the tenderer, in the judgement of the Company has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.0 Resolution of Dispute

- 7.1. The Company and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 7.2. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national forum and/or arbitration.

8.0 Law

- 8.1 The law governing the Contract shall be the Laws of Kenya.

9.0 Force Majeure

- 9.1 The Tenderer shall not be liable to forfeiture of its security deposit or termination for default if and to the extent that its failure to perform its obligations under the contract is the result of an event of Force Majeure.

SECTION D: Special Conditions of the Contract

1.0 a) Scope of work for Grass Cutting, Drainage Cleaning, Flower/Tree Bed & Compounds Maintenance– (Senior Staff Quarters)

i. GRASS CUTTING

- i. Mbogo I, II, III Estates and Chairman’s Compound
- ii. Bhanji Estate (Trees/Flowers Nursery Bed and Chemelil Club.
- iii. Chemelil Sugar Academy
- iv. Chemelil Sugar School

ii. DRAINAGE CLEANING

Drainage opening and maintenance shall be carried out throughout the month in the above areas.

iii. FLOWERS/TREES & COMPOUNDS MAINTENANCE

1. The contractor shall ensure all existing flowers are maintained and attended to always
2. The contractor shall plant new flowers/trees provided from the tree nursery as will be directed by Welfare Manager
3. All compounds will be clear of any bushes always.
4. Maintenance of Tree Nursery which includes but not limited to;:
 - a. Collecting of seeds and preparing
 - b. Planting/transplanting seeds/seedlings
5. Planting trees/flowers, K-apples and maintaining (weeding) them in all the above areas
6. Fence trimming and maintenance.
7. The contractor shall ensure that the Tree Nursery is manned all the time and the Tree seedlings are available always for planting.

2.0 b) Scope of work for Grass Cutting, Drainage Cleaning, Flower/Tree Bed & Compounds Maintenance– (Junior Staff Quarters & Administration Offices)

A. CUTTING GRASS

- a) Grass cutting shall be fully mechanical and only manual in areas where mechanical is not possible i.e. where landscape cannot allow
- b) Grass Cutting shall be maintained at a maximum of three (3) inches above the ground level at all times in all the below stated areas.

1. Amani Estate
2. Makutano Estate

3. Madaraka Estate
4. Jamhuri Estate
5. Jogoo Estates (Old, New, JS and Bora)
6. Msingi Estate
7. Chui Estate
8. Cane Yard area
9. Consumer/Complex/Cane Control area
10. Sports field
11. Office front
12. Health Centre
13. Main Administration Block and Nucleus Offices

B. DRAINAGE CLEANING

Drainage opening and maintenance shall be carried out throughout the month in the above areas.

C. TRASH AND CANE DROPPINGS COLLECTION – CANE YARD AREA

1. Cane yard trash and droppings shall be collected daily.
2. Cane yard sweeping shall be done daily.

D. FLOWERS/TREES & COMPOUNDS MAINTENANCE

8. The contractor shall ensure all existing flowers are maintained and attended to always
9. The contractor shall plant new flowers/trees provided from the tree nursery as will be directed by the Supervisor in charge.
10. All compounds will be clear of any bushes always.

Requirements

- (i) All employees are to be provided with protective clothing by the contractor
- (ii) The contractor is required to have his/her own equipment.

E. RUBBISH COLLECTION

This will be done for senior staff, junior staff quarters and the offices

- a) Rubbish/Garbage Collection will be done **two times a week** in all the estates
- b) Rubbish/Garbage collection shall be done **three times** in offices, Sugar School, Academy, Guest House, Factory Canteen and Health Centre
- c) The Contractor shall provide polypropylene bags to all houses for rubbish to be picked two times in a week as they leave behind other polypropylene bags.
- d) The rubbish shall be taken to the company designated dumping site.

Areas of service

1. Amani Estate
2. Makutano Estate
3. Madaraka Estate
4. Jamhuri Estate

5. Jogoo Estates (Old, New, JS and Bora)
6. Msingi Estate
7. Chui Estate
8. Cane Yard area
9. Consumer/Sports Complex area
10. Sports field
11. Office front
12. Health Centre
13. Factory Canteen
14. Field workshop
15. Administration Offices, Agriculture, HR, agronomy, agric. Engineering, Main gate
16. Guest House
17. Sugar School
18. Academy
19. Mbogo I, II, & III
20. Bhanji Estate

2.0 Recruitment

- 2.1 The Contractor shall be responsible for the recruitment and payment of wages to his employees including all other statutory dues.
- 2.2 The Contractor shall employ Casual Workers on regular basis or any other method suitable to him during the period of his contract provided that the Contractor shall ensure that the number of such casuals does not alter the agreed consideration.
- 2.3 The Contractor shall recruit only adult workers. Recruitment of children shall lead to termination of this contract.

3.0 Staff Welfare

- 3.1 The Contractor shall take full responsibility for the welfare of his employees and shall ensure that they are properly insured, housed, provided with medical treatment, necessary tools of work and protective clothing. The Company shall not be held liable whatsoever for failure by the Contractor to observe the requirements of this clause.

4.0 Performance

- 4.1 The Contractor shall be solely responsible for any damage, theft or burglary caused to any of the Company's property under his care through acts of omissions and or commissions of his workers and shall be required to make good the damage or losses arising out of the said acts.
- 4.2 The Contractor shall render the services specified in 1.0 above in accordance with the Company's requirements, direction and satisfaction and any work performed shall be subject to the Company's approval before payment.
- 4.2 If there shall be any breach, non-performance or non-observance by the Contractor of any of the conditions herein, the Company shall be at liberty to terminate this contract and any costs incidental thereto shall be borne by the Contractor.

5.0 Contract

- 5.1 This contract commences from the date of execution and shall be in force for one year subject to renewal or revision of terms and conditions by either party giving the other one-month's notice of such intention.
- 5.2 Either party feeling desirable to terminate the contract for one reason or the other shall serve upon the other party one month's notice stating such intention.

6.0 Dispute

- 6.1 Any dispute, controversy, or claim arising out of or relating to this contract shall be settled by a single arbitrator and if not agreed, each party shall appoint its own arbitrator and such two arbitrators shall nominate a third arbitrator who shall decide by a simple majority provided always that, if any party fails to appoint its arbitrator within 30 days after being notified by the other who has already appointed his, then the non-defaulting party shall appoint his nominee as a sole arbitrator in the reference and his award shall be final and legally binding upon both parties and provided further that, if the two arbitrators fail to appoint a third arbitrator within 30 days of their appointments, the appointment shall be made upon application of a party by the High Court.

7.0 Mode of Payment

- 7.1 The contract value shall be per month
- 7.2 The said contract value shall be payable in two equal installments of agreed amounts each in mid and end of every month.
- 7.3 Payments will be made within two weeks of invoice date upon by authorized company representative by signing of appropriate certificate of payment shown on certificate of payment.
- 7.4 Payment shall be made less any service not rendered.

SECTION F: Price Schedule

ZONE	SCOPE OF WORK	Frequency	Kshs
A. GRASS CUTTING (Mechanical & Manual)		Grass cutting to be done twice a month and maintain grass at a maximum height of 3 inches in all the areas.	
1)	Mbogo I Estate		
2)	Mbogo II Estate		
3)	Mbogo III Estate		
4)	Bhanji Estate		
5)	Chemelil Academy		
6)	Sugar School		
7)	Chairman's Residence		
8)	Forest next to Chairman's Residence		
9)	Main Administration Offices (Agriculture, HR, agronomy, agric. Engineering, Main gate)		
10)	Makutano Estate		
11)	Madaraka Estate		
12)	Amani Estate		
13)	Jamhuri Estate		
14)	Jogoo Estates (Old, New, JS and Bora)		
15)	Msingi Estate		
16)	Chui Estate		
17)	Consumer/Complex area		
18)	Cane Yard area		
19)	Sports field		
20)	Health Centre		
		<i>SUB- TOTAL OF A.</i>	
B. DRAINAGE CLEANING		Always	
In the above areas as per scope of work			
		<i>SUB- TOTAL OF B.</i>	
C. FLOWERS & COMPOUNDS MAINTENANCE		Always	
In Senior Staff Quarters as per scope of work			
		<i>SUB- TOTAL OF C.</i>	
D. TREE NURSERY MAINTENANCE		Always	
In Senior Staff Quarters as per scope of work			
		<i>SUB- TOTAL OF D.</i>	
E. CANE YARD TRASH AND DROPPINGS COLLECTION & DAILY SWEEPING		<i>SUB- TOTAL OF E.</i>	
F. RUBBISH COLLECTION			
<i>TOTAL CONTRACT VALUE (A + B+C+D+E+F) Ksh.</i>			

SECTION G: Certificate of Payment

CHEMELIL SUGAR COMPANY LIMITED
P.O BOX 177
MUHORONI

CONTRACT No.

DATE.....

CONTRACTOR:
.....
.....
.....

5.0 **DESCRIPTION:** To carry out Grass Cutting, Drainage Cleaning, Flower/Tree Bed & Compounds Maintenance within the company and perform all other duties as specified in the price schedule section F.

CONTRACT VALUE Kshs.

1. First payment under this certificate..... Kshs.

2. Second payment due under this
certificate on Kshs.

3. Less services not rendered if any Kshs.

TOTAL Kshs. =====

REMARKS.....
.....
.....

CONTRACTOR

WELFARE
MANAGER

HEAD OF HUMAN RESOURCES

.....

.....

.....

SECTION H. Statement of Verification

I/we hereby verify and confirm that:-

- a) I/we have not committed an offence under the public Procurement and Asset Disposal Act, 2015.
- b) I/we have not committed an offence relating to procurement under any Act.
- c) I/we have not breached a contract for procurement by a public entity.
- d) I/we have not in procurement proceedings, given false information about my/our qualifications.
- e) I/we have not refused to enter into any previous written contract as required under Section 136 of the Public Procurement and Asset Disposal Act, 2015.

I/we also hereby declare that I/we will not engage in any corrupt practice while participating in the procurement proceedings herein.

Sign:

1. Name:

Designation:

Official rubber stamp

2. Name:

Designation:

Official rubber stamp

3. Name:

Designation:

Official rubber stamp

SECTION I:

Qualification Form

TENDER FOR

(Please note that information given in this form will be treated as confidential and will not be released to any third party unless by your written authority)

1. Name of Tenderer

2. Full address of Tenderer

.....

.....

2. Legal status of Tenderer:
(MUST attach copies of Incorporate/registration Certificate, License, V.A.T. and PIN & AGPO Certificate).

3. Qualifications and experience of Tenderer or Key Personnel Proposed for administration and execution of the Contract

Name	Qualifications	Years of Experience

5. Financial Ability:

(a) Names and full addresses of banks that may provide reference if contacted

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.....

.....

(b) Bank statements for the past 6 months (attach copies optional)

(c) Bank Certificate of balance (as at the date of submission of the tender)

..... (attach a copy option)

