



CHEMELIL SUGAR COMPANY LIMITED

TENDER DOCUMENT

FOR

(Reserved for YWPWD)



**CLEANING OF ABLUTION BLOCKS AND
OTHER SANITARY ACCOMMODATION**



TENDER NO. CSCL/T/2017 – 2018/11

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Section A. Invitation for Tenders

Date: 1st February, 2018

To:
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Dear Sir/Madam,

TENDER REF NO: CSCL/T/2017 – 2018/11

TENDER NAME: CLEANING OF ABLUTION BLOCKS AND OTHER SANITARY ACCOMMODATION

- 1.1 Chemelil Sugar Company Limited invites sealed tenders from eligible candidates for **Cleaning of Ablution Blocks and other Sanitary Accommodation.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Chemelil Sugar Company Limited during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates **FREE OF CHARGE** from our website at www.chemsugar.co.ke/corporate or the National Treasury IFMIS website : www.supplier.treasury.go.ke.
- 1.4 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.
- 1.5 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 **Thursday 8th March, 2018 at 2.00 p.m.**
- 1.6 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**

JAPHETH OJWANG
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) Bid Price
 - (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 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 twenty one (21) 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.

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 "**CLEANING OF ABLUTION BLOCKS AND OTHER SANITARY ACCOMMODATION**" and "**DO NOT OPEN BEFORE**" Thursday **8th March, 2018 at 2.00 p.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 **2.00 p.m. on Thursday 8th March, 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 **2.00 p.m.** on **Thursday, 8th March, 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's 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

1. Mandatory Requirements

No.	Description	Score
1	Statutory Compliance	
	(i) Valid AGPO Certificate –(Must be certified copy of the original) 10	35%
	(ii) Certificate of Registration 5	
	(iii) Pin Certificate 5	
	(iv) Tax Compliance Certificate	
	Valid 10 Expired 0	
	(v) National Identity 5	
2	Financial Position	
	Proof of ownership of an active bank account 5	5%
3.	Geographical Proximity within CSCL Zone 30	30%
	Outside CSCL Zone 10	
	Total Score	70

Note: Only those who meet 50% and above of the requirements shall proceed to financial evaluation

2. Financial Evaluation

- The lowest responsive bid

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 any thing 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 SCOPE OF WORK

A. CLEANING OF ABLUTION BLOCKS AND OTHER SANITARY ACCOMMODATION FOR THE FOLLOWING

AREA	NO. OF TOILET BLOCKS	DOORS
Main Administration office	3	13
Agriculture Office	1	6
Agromony	1	3
Field Workshop	2	5
Main Reception	1	1
Audit/Procurement	1	4
Factory	4	12
Factory & Field Stores	2	4
Factory Canteen	1	3
Dispensary	4	13
Sports Complex & Stadium	3	7
Sugar Primary School	1	13
Chemelil Academy	6	58
Chui Club	1	3
Reception	2	7
Caneyard blocks	2	3
Msingi	2	4
Amani	4	24
Jogoo	10	47
Makutano	6	24
Cane Control	1	2
Consumers Petrol Station	1	2
Total	59	258

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.

4.3 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: Bid Price

ZONE	SCOPE OF WORK	FREQUENCY	AMOUNT (KSHS)
A	Cleaning of Ablution Blocks and other Sanitary Accommodation for 258 doors in 59 Toilet Blocks	Twice Daily for estates whereas offices to be maintained clean always	
		TOTAL	

SECTION G: Certificate of Payment

CHEMELIL SUGAR COMPANY LIMITED
P.O BOX 177
MUHORONI

CONTRACT No.

DATE.....

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

DESCRIPTION: Cleaning of Ablution Blocks and other Sanitary Accommodation 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**

**HUMAN RESOURCES
MANAGER**

.....

.....

.....

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 a 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 CLEANING OF ABLUTION BLOCKS AND OTHER SANITARY ACCOMMODATION.

(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
.....
.....
3. Legal status of Tenderer:
(MUST attach copies of Incorporate Certificate, License, V.A.T. and PIN Certificate & AGPO Certificate).
4. 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
.....
.....
.....
- (b) Bank statements for the past 6 months (attach copies)
- (c) Bank Certificate of balance (as at the date of submission of the tender)
..... (attach a copy)

