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| **COUNTY GOVERNMENT OF BUNGOMA**CROP**DEPARTMENT OF ENVIRONMENT AND TOURISM** |
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| **NEGOTIATION/TENDER NO:820839-2020-2021** |
| **FOR****PROVISION OF GARBAGE COLLECTION, TRANSPORTATION, DISPOSAL AND DUMPSITE MANAGEMENT SERVICES- RESERVED FOR RESIDENTS TENDERERS OF BUNGOMA COUNTY**  **BUNGOMA COUNTY** |
|  |
|  |
| **BID DOCUMENT****(OPEN TENDER RESERVED FOR RESIDENTS TENDERERS OF BUNGOMA COUNTY -)** |
| SEPTEMBER, 2020 |
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# **SECTION I**

# **INVITATION TO TENDERERS**

**TENDER REFERENCE NUMBER: NEGOTIATION NO.820839-2020-2021**

**TENDER DESCRIPTION:**

**PROVISION OF GARBAGE COLLECTION, TRANSPORTATION, DISPOSAL AND DUMPSITE MANAGEMENT SERVICES- RESERVED FOR RESIDENTS TENDERERS OF BUNGOMA COUNTY**

The County Government of Bungoma through the Ministry of Tourism Environment Water and Natural Resources invites bidders to submit tenders from eligible firms for Provision of Garbage Collection, Transportation, Disposal and Dumpsite Management Services- Reserved for Residents Tenderers of Bungoma County

Complete tender documents containing detailed information may be obtained by downloading from the **county website** [www.bungoma.go.ke](http://www.bungoma.go.ke)or **Public Procurement Information Portal** <https://tenders.go.ke> free of charge. Prices quoted should be inclusive of all taxes and must be in Kenya shillings and shall remain valid for a period of **120 days** from the closing date. The Tender documents will be opened immediately upon closing date indicated in the IFMIS system.

Bids shall be opened immediately upon closing date indicated in the IFMIS system in the presence of bidders or their representatives.

Completed Tender documents should be uploaded on the IFMIS portal on or before **Tuesday 15th September, 2020 AT 10.00am Local time.** Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address ;

# **SECTION II**

# **INSTRUCTION TO BIDDERS**

## **TABLE OF CLAUSES**

|  |  |  |
| --- | --- | --- |
| **CLAUSE** | **CATEGORY** | **NO** |
| 1. Terms of Reference
2. Eligibility
3. Cost of bidding
4. Site visits
 | **GENERAL** | **A** |
| 1. Contents of Bidding Documents
2. Clarification of Bidding Document
3. Amendments of Bidding Document
 | **BIDDING DOCUMENT** | **B** |
| 1. Language and Law of Bid
2. Documents Comprising the Bid
3. Bid Price
4. Bid Validity
5. Bid Security
6. No Alternative Offers
7. Organized Site Visit
8. Format and Signing of Bids
 | **PREPARATION OF BIDS** | **C** |
| 1. Sealing and Marking of Bids
2. Deadline of Submission of Bids
3. Modification and Withdrawal of Bids
 | **SUBMISSION OF BIDS** | **D** |
| 1. Bid Opening
2. Confidentiality
3. Clarification of Bids
4. Determination of Responsiveness
5. Correction of Errors
6. Evaluation and Comparison of Bids
7. Bill of Quantities
8. Evaluation Criteria
 | **EVALUATION** | **E** |
| 1. Employers right to Accept and to reject any or all bids
2. Notification of Award
3. Signing of Contract Agreement
4. Performance Security
 | **AWARD OF CONTRACT** | **F** |
| 1. Discounts offered and Nil or Included Rates
2. Sub-Contracting
3. Payments for the Works
4. Prevention of Corruption
 | **MISCELLANEOUS** | **G** |

# **GENERAL**

1. **Terms of Reference**

The works shall include the execution of the following activities in Bungoma County;

1. Sweeping of roads, feeder streets, back streets, public areas, car parks (off street and on street), walkways and footpaths in the towns and markets
2. Litter collection on roads, road reserves, open spaces, markets, public gardens and parks
3. Clearing and carting away litter from open drains and ditches
4. Grass cutting, bush clearing, hedge trimming and weeding the roads reserves and other green spaces
5. Containment of waste in the Collection Points (ensuring waste from sweeping and the other activities only contained in the collection point)
6. Collection, Transportation and Disposal of garbage to the designated sites
7. Promote Waste segregation, Composting and waste recycling at the County Dumpsite
8. Maintenance of the designated garbage disposal sites/dumpsites
9. Removal of carcasses from public places
10. Any other related works as shall be directed from time to time by the Department of Environment and Tourism
11. **Eligibility**

All bids submitted **MUST** include the following;

1. Certified Copy of Certificate of Registration/Incorporation.
2. Certified Copy of valid Tax compliance certificate/exemption certificate issued by KRA
3. Certified Copy of CR 12 certificate for limited companies
4. Certified copy of KRA Pin OR VAT certificate issued by KRA
5. Provide Bid security of Kshs.2,888,000 from a reputable bank or insurance firms that are approved by PPRA
6. Certified Valid copy of a Single Business Permit from the County Government of Bungoma
7. Attach Copy of National Id/Passport for the Directors as per CR12 for company incorporation/Business name/Sole proprietorship/Partnership
8. License for transportation of waste from NEMA.
9. Bidder to undertake site visits accompanied by an officer from the Department
10. Confidential business questionnaire **MUST BE** duly filled, signed and stamped by the applicant or their authorized representative.
11. Form of tender should be dully filled, signed and stamped.
12. Serialization of the tender document.
13. Attach correctly filled sworn Anti-corruption Affidavit.

Dully completed tender documents to be uploaded on the IFMIS portal.

1. **Cost of Bidding**
	1. The bidder shall bear all costs associated with the preparation and submission of its bids and Bungoma County hereinafter referred to as “the Employer” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. **Site Visits**
	1. The bidder is advised to visit and examine the site of works (towns and markets to be contracted) and its surroundings and obtain for him or herself at own costs and responsibility, all information that may be necessary for preparing the bid and entering into a contract. The bidder Must be accompanied by an officer from the Department
	2. The bidder and any of his personnel or agents will be granted permission by the employer to enter upon employers premises and lands for the purposes of such inspection, but only with the express condition that the bidder, his personnel and agents, will indemnify the Employer and his personnel and agents 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.

# **BIDDING DOCUMENT**

1. **Contents of Bidding Documents**

5.1. Each bidding document contains the following sections;

Section I Instructions to bidders

Section II General Conditions of Contract

Section III Standard Specifications

Section IV Form of Bid and Appendix to Form of Bid

Section V Form of Contract Agreement

Section VI Acceptable Forms of Performance Security

5.2. The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the bidding document. Failure to comply with the requirements of bid submission will be at the bidder’s own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

1. **Clarification of Bidding Document**
	1. The prospective bidder requiring any clarification of the bidding document may notify the Employer in writing or by phone or email to the employers mailing address indicated in the invitation to bid. The Employer will respond in writing any request for clarification which he receives earlier than 3 days prior to the deadline for the submission of bids. Written copies of the Employers response (including any explanation of the query but without identifying the source of the inquiry) will be sent to all prospective bidders who will have received the bidding document.
2. **Amendment of Bidding Document**
	1. At any time prior to the deadline for submission of the bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendments**.**
	2. The amendment will be notified in writing or email to all prospective bidders who will have received the bidding document and will be bidding upon them
	3. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may, at his discretion, extend the deadline for the submission of bids.

# **PREPARATION OF BIDS**

1. **Language and Law of Bidding**
	1. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the employer shall be written in the English Language**.** Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the bid, the English language shall prevail.
	2. The Law applicable is that in force in Kenya
2. **Documents comprising the bid**

* 1. The bid to be prepared by the bidder shall comprise of: -
* The form of Bid and Appendix thereto,
* The Bills of Quantities
* Schedules, and
* Any other materials required to be completed and submitted in accordance with the instructions to Bidders embodied in the bidding document
	1. The forms, bills of quantities and schedules provided in the bidding document shall be used without exception (subject to extensions of the schedules in the same format and to the provision of alternative forms of the bid security if so desired)
	2. All sections in the bid document issued for purposes of bidding as described in Clause 5 shall be deemed incorporated in the bid.
1. **Bid Price**
	1. Unless explicitly stated otherwise in the bidding documents, the contract shall be for the whole works as described, based on the schedule of unit rates and prices submitted by the bidder.
	2. The bidder shall fill in rates and prices for all items of works described in the Bills of Quantities, whether quantities are stated or not. Items against which no rates or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by other rates and prices in the Bills of Quantities
	3. All duties, taxes and other levies payable by the contractor under the contract, or any other cause shall be considered included in the rates and prices and total amount of Bill submitted by the bidder, and the evaluation and comparison of bids by the Employer shall be made accordingly. Bidders are required to insert the appropriate rate of Value Added Tax (VAT) in force at the time of bidding and the Tax amount for his bid in the summary sheet. **All bidders shall attach a photocopy of certificate of registration with V.A.T department**
	4. The rates and prices quoted by the bidder are subject to no adjustment during performance of the contract
2. **Bids Validity**
	1. The bid shall remain open for acceptance for a period of One hundred and Twenty Days (120) days from the specified date of the bid closing.
	2. In exceptional circumstances prior to expiry of the original bid validity period, the Employer may request the bidder for a specified extension in the period of validity. The request and the response thereto shall be made in writing or mail. A bidder agreeing to the request will not be required nor permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly.
3. **Bid Security**
	1. The bidder shall furnish, as part of his bid, a bid security of Kshs. 2,888,000.
	2. The bid security shall be in the form of unconditional guarantee from a reputable bank or insurance registered or licensed by IRA firmselected by the bidder and located in Kenya.
	3. The bid security shall remain valid for a period of thirty (30) days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 11.2.
	4. The bid securities of unsuccessful bidders will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of bid security validity.
	5. The bid security of the successful bidder will be discharged upon the bidder signing the Contract Agreement and furnishing the required performance security.
	6. The bid security may be forfeited:
4. If a bidder withdraws his bid, except as provided in Sub-Clause 6.
5. If the bidder does not accept the correction of errors, pursuant to Sub-Clause 7 or
6. in the case of a successful bidder, if he fails within the specified time limit to:
	1. sign the Contract Agreement or
	2. furnish the necessary performance security
7. **No alternative Offers**
	1. The bidder shall submit an offer which complies fully with the requirements of the bidding document.
	2. The bid submitted shall be solely on behalf of the bidder. A bidder who submits or participates in more than one bid will be disqualified basing on directorship as per CR12
8. **Organized Site Visit**

There will be no organized site visit. It shall be assumed for purposes of this contract that the bidder shall have visited the work sites and satisfied him or herself with the works ahead before tendering. It shall be the responsibility of the bidder to fulfil this obligation at his own cost before tendering.

1. **Format and Signing of Bids**
	1. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the contract. Proof of authorization shall be furnished in the form of a written Power of Attorney which shall accompany the bid. All pages of the bid, except for unamended printed materials, shall be initialled by the person or persons signing in bid.
	2. The completed bid document shall be without alterations, interlineation or erasures, except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the persons signing the bid.

# **SUBMISSION OF BIDS**

1. **Sealing and Signing of Bids**
	1. The bidder shall submit the bid online on the IFMIS portal platform”.
2. **Deadline for Submission of Bids**
	1. Bids must be received by the Employer at the address specified in Sub Clause 17.2 not later than the date indicated in the tender advert Wednesday 16th September 2020
	2. The employer may at his discretion extend the deadline for the submission of bids through the issue of an Amendment/Addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the deadline shall thereafter be subject to the new deadline extended or The Employer may, at his discretion, extend the deadline for the submission of the tender bids through the IFMIS Platform.
	3. No LATE BID will be received.
3. **Modification or Withdrawal of a Bid**
	1. The bidder may modify and withdraw his bid submission provided that written notice of modification or withdrawal is received by the Employer prior to prescribe deadline for submission of bids.
	2. The bidder`s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of bids. A withdrawal notice may also be sent by telex or email but followed by a signed confirmation copy, postmarked not later than the deadline for the submission of the bids. Wednesday 16th September 2020.
	3. No bid may be modified subsequent to the deadline for submission of bids
	4. No bid may be withdrawn in the interval between the deadline for submission of bids and the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the forfeiture of the bid security.
	5. Subsequent to the expiration of the period of validity of bids prescribed by the Employer, a successful bidder who has not been notified by the employer of the award of the contract may withdraw his bid without penalty

# **EVALUATION OF BIDS**

1. **Bid Opening**
	1. The Employer will examine the bids to determine whether they are complete; whether the required bid securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
	2. The bidder`s names, total amounts of bids, bid price modifications and bid withdrawals, if any, the presence of the required bid security and such other details as the Employer, at his discretion, may consider appropriate
	3. The employer shall prepare minutes of the bid opening for his own records and compliance
2. **Confidentiality**
	1. After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of contract is announced.
	2. Any effort by the bidder to influence the Employer in the process of examination, clarification, classification, evaluation and comparison of bids and decision concerning award of contract may result in rejection of the bidder’s bid.
3. **Clarification of Bids**

21.1. To assist in the examination, evaluation and comparison of bids the employer may ask bidders individually for clarifications of their bids including breakdowns of unit prices. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the bids.

1. **Determination of Responsiveness**
	1. Prior to the detailed evaluation of bids, the employer will determine whether each bid is substantially responsive to the requirements of the sections of the bidding document
	2. For purposes of this Clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the price, scope , quality, completion, timing or administration of the works to be undertaken by the bidder under the contract, or which in any substantial way, is inconsistent with the bidding document, the employer rights or the bidder’s obligations under the contract, and the rectifications of which would affect unfairly the competitive position of other bidders who have presented substantially responsive bids at reasonable prices.
	3. A bid determined to be substantially non-responsive will be rejected by the employer and may not subsequently be made responsive by the bidder by correction of the non-conformity.
	4. The employer may accept any non-material deviation or reservation provided that the acceptance thereof does not prejudice or affect the relative ranking order of any bidder in the evaluation of bids.
2. **Correction of Errors**
	1. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
3. **Evaluation and Comparison of Bids**
	1. The employer will evaluate and compare only those bids determined to be substantially responsive to the requirements of the bidding documents
	2. The evaluation of bids by the employer will take into account, in addition to the bid amounts, the following factors:
4. Arithmetical errors shall not be corrected by the employer in accordance with clause 23
5. Non-material deviations from or reservations to the bidding document that are quantifiable; and
6. Such other factors of a Technical, Financial, Contractual or Administrative nature that the Employer considers may have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
	1. Offers, deviations and other factors which are in excess of the requirements of the bidding document or otherwise result in accrual of unsolicited benefits to the employer, shall not be taken into account in bid evaluation
	2. Price adjustment provisions applying to the period of execution of the contract shall not be taken into account in bid evaluation.
7. **Evaluation Criteria**

The Bids evaluation committee will evaluate the proposals’ responsiveness to the TOR, applying the evaluation criteria set in the tender document

* 1. The Procuring Entity considers the following requirements of the services and Bidder to be of primary importance in the evaluation of bids for the provision of garbage collection, transportation and disposal services. Weighting points will be allocated based on the Procuring Entity’s assessment of the submissions where exact numerical assessment cannot be made. Only those requirements applicable to the bid and based on the submission will be considered.
	2. The Procuring Entity will take into consideration when awarding the contract, the sum of the scores for each criterion. where a bidder does not meet a minimum score of **70 marks** will be rejected. Requirements/Criteria shall be evaluated in accordance with the following listing and the weights assigned to each criteria:
1. **Personnel and Organization 10 Marks**
2. **Inclusivity 5 Marks**
3. **Work Plan 45 Marks**
4. **Experience 20 Marks**
5. **Financial Capability 20Marks**

**A. PREAMBLE TO THE BILLS OF QUANTITIES**

* 1. The Bills of Quantities shall be read in conjunction with the instructions to Bidders, general conditions of contract and conditions of particular application.
	2. The quantities given in the Bills of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, measured by the contractor and verified by the Director Environment and valued at the rate and priced bided in the Bills of Quantities and schedule of day works where applicable, and otherwise at such rate and prices as the Director Environment may fix within the terms of the contract.
	3. The rate and prices bided in the Bills of quantities shall, except in so far as it is otherwise under the contract, maintenance, insurance, profit, together with all general risks, liabilities and obligation set out or implied in the contract.
	4. A rate or price shall be entered against each item in the priced Bills of Quantities and stated or not. The cost of items against which the contractor has failed to enter a rate or price shall be deemed to be covered by the contract price.
	5. The whole cost of complying with the provisions of the contract shall be included in the items provided in the priced Bills of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of works.
	6. General directions and description of work and material are not necessarily repeated or summarized in the Bills of Quantity. Reference to the relevant sections of the contract documentation shall be made before entering prices against each item in the priced Bills of Quantities.
	7. Provision sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Director Environment.
	8. The method of measurement of completed work for payment shall be in accordance with the directions for measurement and pricing included in the standard specification and as directed and agreed upon between the contractor and the County Government of Bungoma.
	9. Errors will be corrected in accordance with the instructions to bidders.
	10. The following abbreviations may be used in the Bill of Quantities where necessary:

 **Unit Abbreviation**

 Millimetre mm

 Metre m

 Square metre m2

Cubic metre m3

 Lump sum Dum

 Kilometre km

 Kilogram kg

 Litres Lts

 Tonne Ton

**B. WORK ITEMS**

The Bills of Quantities contain the following Bills and Schedules:-

Bill Number 1 - Preliminaries

Bill Number 2 - Street and other open spaces sweeping/ cleaning, litter picking and emptying of litter bins and removal of wastes from the drain where possible

Bill Number 3- Waste collection, transportation and disposal including waste segregation, Composting and Waste recycling

 Summary of Bill of Quantities

**NOTE: -** Bidders are instructed to price the Bills of Quantities in Kenya Shillings only.

**PROVISION OF GARBAGE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES IN BUNGOMA COUNTY**

**NEGOTIATION NO820839-2020-2021**

**SUMMARY SHEET**

|  |  |  |
| --- | --- | --- |
| **BILL NO.**  | **DESCRIPTION** | **AMOUNT (Kshs.)** |
|  | PRELIMINARIES |  |
|  | STREET AND OTHER OPEN SPACES SWEEPING/ CLEANING, LITTER PICKING AND EMPTYING OF LITTER BINS AND REMOVAL OF WASTES FROM THE DRAIN WHERE POSSIBLE |  |
| **3.** | WASTE COLLECTION, TRANSPORTATION AND DISPOSAL, WASTE SEGREGATION, COMPOSTING AND WASTE RECYCLING |  |
|  | SUB TOTAL |  |
|  | ADD 16% V.A.T**TOTAL CARRIED TO FORM OF TENDER** |  |

# **BILLS OF QUANTITIES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM NO** | **DESCRIPTION** | **QUANTITY** | **UNIT** | **RATE/Month** | **AMOUNT Kshs** |
| 1.011.021.032.013.013.02 | **BILL NO.1-PRELIMINARIES**PROVISION OF GARBAGE COLLECTION,TRANSPORTATION AND DISPOSAL SERVICES IN BUNGOMA COUNTYProvide for all Insurances cover to the entire contract.Allow a provisional sum of maximum 10% of contract sum for contingencies to be expended in part or whole as directed by the Director Environment. The whole or part not expended will be deducted from the tender sumAllow for attendance to item 1.02 above**BILL NO.2- STREET AND OTHER OPEN SPACES SWEEPING/ CLEANING, LITTER PICKING AND EMPTYING OF LITTER BINS AND REMOVAL OF WASTES FROM THE DRAIN WHERE POSSIBLE** Garbage collection ( Street sweeping, bush clearing, clearing waste from drains, containment of waste at collection points) under supervision of the Authorizing Officer**BILL NO.3- WASTE COLLECTION, TRANSPORTATION AND DISPOSAL, WASTE SEGREGATION, COMPOSTING, WASTE RECYCLING**Garbage Transportation and DisposalDumpsite maintenance including Waste Segregation, Composting and Recycling**TOTAL CARRIED TO SUMMARY SHEET** | **\_\_\_\_\_\_\_\_** | **ITEM****ITEM****%****Persons/Day****Cost/Ton****Cost/Frequency** |  |  |

| **No** | **Description of Criteria** | **Max****Score** | **Requirements** | **Evaluated as** | **Score** |
| --- | --- | --- | --- | --- | --- |
|  | **PERSONNEL & ORGANIZATION** | **10** |  |  |  |
|  | Qualification of key personnel to be deployed indicating the minimum academic qualification and experience. |  |  |  |  |
|  | General Manager/ Field Manager/ Technical Manager/ Logistics Manager for collection Services | 2 | Ordinary Diploma/Degree in Environmental Studies/Public Health or Approved Equivalent ; years of experience(certified copies of certificate by commissioner of oath) | More than 4 years3-4 years | 21 |
|  | Accountant | 1 | Minimum CPA 2 | More than 4 years | 1 |
|  | Supervisors Experience of supervisors. | 2 | Years of experience* Same projects (i.e., waste collection & transportation work)
 | More than 4 years4-3years | 21 |
|  | Drivers Experience of drivers. | 1 | Valid driving licence and minimum of 3 year experience | Over 3 years | 1 |
| . | **HEAD OFFICE**  |  |  |  |  |
|  | Evidence of physical address of the Head Office  | 3 | Attach copies of title, lease or rental agreement(certified copies of certificate by commissioner of oath  | YesNo | 30 |
|  |  | 1 | Organisational chart of the office | YesNo | 10 |
| **2.** | **INCLUSIVITY**  | **5** |  |  |  |
|  |

|  |
| --- |
| Evidence of involvement of the youths/women/persons with disability in the Contracted areas |

 | 5 | Employment Contracts of at least one in each category | At least one in each categoryMissing one categoryMissing two categories | 532 |
| **4.** | **WORK PLAN**  | **45** |  |  |  |
|  | Comprehensive, Garbage Collection and Transportation Plan |  | Attachment |  |  |
|  | Street Sweeping/Bush Clearing | 10 | Attachment of a detailed schedule of how the street sweeping/Bush clearing will be conducted indicating clear intervals | V goodGoodFairPoor | 10750 |
|  | Tools and Equipment | 6 | Requirements -Comprehensive Tools and equipment inventory sufficient to undertake the service | V goodGoodFairPoor | 6420 |
|  | Garbage Collection, Transportation and Disposal | 10 | Number of Trucks ( Must be self-tipping), Tonnage, NEMA Certification, Transportation schedule, frequency, routing and tonnage per day | V goodGoodFairPoor | 10750 |
|  | Dumpsite Maintenance including waste segregation, Composting and Recycling | 10 | Requirements, elaborate work plan | V goodGoodFair | 1075 |
|  | Management and monitoring of waste collection and transportation work(monitoring tools, schedules, plans and reporting formats)  | 3 | Appropriateness of management and monitoring plans depending on areas to be covered | V. goodGoodSatisfactory | 321 |
|  | **Action Plan from the Signing of the Contract to the Commencement of the Contract.**  | **6** |  |  |  |
|  | What kind of actions will be needed | 2 | Description of what kind of actions will be needed | GoodSatisfactory | 21 |
|  | When these actions will be made | 2 | Description of when these actions will be made | GoodSatisfactory | 21 |
|  | Time frame of the action plans  | 2 | Chart of the time frame | GoodSatisfactory | 21 |
| **5.** | **EXPERIENCE**  | **20** |  |  |  |
|  | Experience that the firm has been providing garbage collection, transportation, disposal and dumpsite management services | 20 | Years of experience (with proof of copies of contracts, LSOs or Notification of Awards)• Same projects (i.e. garbage collection, transportation, disposal and dumpsite management services ) | >4yrs 3 – 4 yrs3 – 2 yrs | 20105 |
| **6.** | **FINANCIAL CAPACITY** | **20** |  |  |  |
|  |  | 20 | The contractor should provide certified audited accounts of the previous 3 years with the following annual turnover ranges;-100million and above 85 million to 9575million to 8565million to 75 |  | 2015105 |
|  | **TOTAL SCORE (1+2+3+4+5+6)** | **100** |  |  |  |

**Any bidder who scores below 70marks cannot proceed to Financial Evaluation**

# **AWARD OF CONTRACT**

1. **Award Criteria**

Subject to Clause 27, the employer will award the contract to the bidder whose bid has been determined to be substantially responsive and has offered the lowest evaluated bid, provided further that the bidder has the capability and resources to carry out the works effectively and efficiently.

1. **Employer’s Rights to accept any Bid and to reject any or all Bids.**
	1. Prior to the expiration of the period of bid validity prescribed by the employer, the employer will notify the successful bidder by writing or email confirmed in writing by registered letter that its bid has been accepted
	2. The notification of award will constitute the formation of the contract after 14 days
	3. Upon the furnishing by the successful bidder of a performance security, the employer will promptly sign the contract agreement.
2. **Signing of Contract Agreement**
	1. At the time of notifying the successful bidder that his bid has been accepted, the employer will send the bidder Forms of Contract Agreement provided in the bidding document incorporating all agreements between the parties.
	2. Within 30 days upon receipt of the Form of Contract Agreement the successful bidder shall sign the Form of Contract Agreement and return it to the employer

# **MISCELLANEOUS**

1. **Discounts offered and nil or included rates.**
	1. The bidder`s attention is drawn to the appendix to the instructions to bidders and the bidders are reminded that no “nil” or “included” rates or “lump sum” discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.
2. **Sub-Contracting**

Bidders are referred to Clause 4 of Conditions of Contract. If the bidder wishes to sublet any portion of the work under any heading they must give details of the Sub – Contractor, he intends to employ for each portion. Failure to comply with this requirement may invalidate the bid. If no portion of the works is to be sublet the bidder shall state accordingly. This information shall be contained in the bidder’s questionnaire attached in the schedules of supplementary information.

1. **Payment for the Works**

Bidders are advised that payments for the works will be effected by the County Government of Bungoma within Ninety (90) days after certification by the Department of Environment and Tourism

1. **Prevention of Corruption**

The County reserves the right to cancel this Contract and to recover from the contractor the amount or any loss resulting from such cancellation: -

1. If the contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or for bearing to do so or having done or forborne to do any action in relation to the obtaining or execution of the contract with the County, or for showing or for bearing to show favour to any person in relation to the contract or any other contract with the County, or
2. If the like acts have been done by any person employed by such Contractor or acting on his behalf (with or without the knowledge of the Contractor), or
3. If in relation to any contract with the County the Contractor or any person employed by him or acts on his behalf shall have committed an offence under the Prevention of Corruption Act.

**APPENDIX**

**CONDITIONS OF CONTRACT AND INSTRUCTIONS TO BIDDERS**

 **TO ALL CONTRACTORS**

 **BID QUALIFICATION.**

I write to inform you that it has been the practice of many contractors to give Conditions of Bid not set forth by the Client in the bid documents. In many circumstances these Conditions have been very ambiguous and therefore very difficult to assess their implications.

In future no contractor will be allowed to include conditions of his own. The conditions set forth in the contract documents will be strictly adhered to.

 Any contractor who fails to comply with the above will be disqualified

**Signed: ………………………………………………………………………**

 **Date:**

 **……………………………………..**

 **(For and on Behalf of the Contractor)**

# **SECTION III**

# **GENERAL CONDITIONS OF CONTRACT**

The conditions of contract shall be “Conditions of Contract (International) for works of Civil Engineering Construction ” Fourth Edition 1987 as approved by Federation International Des Ingenious Counsels (FIDIC) together with the “Conditions of Particular Application” stipulated in this document.

A copy of the said conditions is available for inspection at the offices of the Directorate of Supply Chain Management - Bungoma County

# **SECTION IV**

# **CONDITIONS OF PARTICULAR APPLICATION**

The conditions of particular application listed hereinafter shall substitute for or supplement the appropriate clauses in part 1 of the conditions of contract and where reference is made to specific clauses or sub clauses reference must also be made to these clauses in part 1. Where contradictions exist between the two conditions, conditions of particular Application shall prevail.

NOTE: - Wherever the word “Engineer” appears in both the general conditions of Contract and the Conditions of Particular Application, it should be replaced by, “Chief Officer-Environment and Tourism”

Clause 10 Performance Bond

The performance Bond acceptable to the Employer must be issued by and/or a recognized financial Institution and shall be in a sum equal to five percent (5%) of the contract sum. The contractor should note that he may make a cash deposit in lieu of the bond, if he so decides. The performance Bond must be submitted within 14 days upon receipt of the letter of offer before signing of the contract.

Clause 14 Programme

The detailed programme of the works (if so desired) to be undertaken shall be supplied within 14 days of the date of acceptance of the Bid.

Clause 21 Insurance of works

An insurance cover note shall be required before commencement of the works. Insurance shall be through local insurance companies. Additional insurance will be required for some special circumstances. The, equipment, tools and other things brought on the site shall be insured by the contractor for the full value

Clause 23 Third party insurance

The amount stated in the appendix shall be the minimum for any one accident, the no. of accidents during the contract period, being unlimited. In addition to any statutory obligations, the contractor shall report to the Department of Environment and Tourism all accidents within 24 hours of their occurrence, whether such accidents are in respect of damage to the works or persons, property or things. If required by the Department of Environment and Tourism the reports shall be in writing and shall contain full details of the occurrence. The Department shall have the right to make all and any other enquiries either on the site or all works and contractor shall give him/her full facilities for carrying out such enquiries.

Clause 26 Compliance with Statutes, Regulations

Any associated fees shall be deemed to be included in the contractor’s Bids.

Clause 34 (1) Employment of Labour

1. The contractor shall comply with all the laws governing importation and employment of expatriate labour and shall be responsible for obtaining work permits and other official authority.
2. The contractor shall observe working hours and conditions of labour not less favourable than those established for the trade or industry
3. The Contractor shall recognize the freedom of his members
4. The contractor shall maintain records in English of the time worked by and wages paid to employees adequate to show that he/she is complying with the requirements of this clause.
5. Notwithstanding any clauses contained herein, the contractor shall comply with all the labour laws in Kenya including all amendments that the labour commission may prescribe.

Clause 36 (5) Quality of Materials, Plant and Workmanship

Where the specifications or the Department of Environment and Tourism requires goods or materials of a particular brand, goods or materials of other brands which are equal or equivalent may be used subject to the approval of the Department which shall not be unreasonably withheld.

|  |  |  |
| --- | --- | --- |
| Clause 46 | (3) | Bonus for Early Completion |
| This clause will not apply. |  |
| Clause 48 |  | Certification of completion of work |

A monthly inspection and acceptance Report by a committee constituted by the Chief Officer shall be issued when the entire works is duly completed.

|  |  |  |
| --- | --- | --- |
| Clause 52 | (3) | Variations exceeding |
| This clause will not apply. |
| Clause 60 |  | Invoicing and payment |

(a) Invoicing

The invoice must be presented to the Department of Environment and Tourism by the fifth (5th) day of the following month after the completion of the invoicing month. The invoice must contain all the documents detailed in the following section (b).

1. Payments

Bidders are advised that payments for the works shall be effected within Ninety (90) days after the approval of the Chief Officer in charge of Environment and Tourism.

1. The method and conditions of payment to be made to the Bidder under this Contract shall be specified in specific conditions of Contract.
2. Payment shall be made promptly by the Procuring Sector upon delivery of services procured as specified in the Contract.
3. Payment invoice vouchers shall be accompanied with Inspection and Acceptance Reports to confirm accomplishment of the various activities over the period being invoiced for.
4. Retention money

This clause will not apply.

Clause 67 Appointment of arbitrator

For the purpose of this contract, arbitration shall be agreed upon by the two parties and any arbitration shall be deemed to be within the meaning of arbitration Act.

Clause 68 Notices

Any notice to be given to the Employer under the terms of this contract shall be served by sending the same by registered post or leaving the same at the office of:-

The County Chief Officer-Environment and Tourism,

Bungoma County

P.O. BOX 437-50200,

BUNGOMA.

# **SECTION V**

# **STANDARD SPECIFICATIONS**

The contract will be administered in accordance with “The Standard Specification and under the Department of Environment and Tourism`s Standards” as stipulated in this document and /or as directed from time to time.

# **SECTION VI**

# **SPECIAL SPECIFICATIONS**

These special specifications are supplementary to the standard Specifications and the two must read in conjunction. In any case where there appears to be conflict between the two, then special Specifications will take precedence.

1. **Office Facilities**

The Bidder is required to takeover garbage collection, transportation and disposal services functions from the Procuring Entity. The bidder must maintain a local telephone number herein referred to as a customer care number physical address, e-mail address and qualified attendants as may be necessary to ensure communication between the Procuring Entity and Bidder and to receive and process complaints and/or to receive instructions and directions from the Procuring Entity.

**2. Liquidated Damages**

If the Bidder fails to deliver any or all the services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, demand from the Contract price liquidated damages sum equivalent to 0.5% of the delivered price of the delivered services per month up to a maximum deduction of 10% of the delivered services. After this the Procuring Entity may consider termination of the Contract.

**3. Project Manager**

The Bidder shall assign a Project Manager who is responsible for implementation of the project entirely. The Project Manager shall carry out the project as a representative of the Bidder on a professional manner including managing and supervising all personnel related to the contract, preparing and submitting the required reports to the Procuring Entity, compiling and responding all the claims, and developing measures to improve their daily operation, but not limited to these actions herein.

**4. Supervisors / Drivers**

All drivers must have a current driver’s licence with minimum driving of 3 years. The Procuring Entity reserves the right to discontinue the use of any driver for failure to perform in a satisfactory manner.

The Procuring Entity reserves the right to reject the contractor’s personnel who, in the Procuring Entity’s judgment, are not adequately qualified to perform the work or for just cause (lack of courtesy, profanity, repeated lack of compliance with operating procedures, unsafe operation). The Contractor shall make arrangements for a replacement.

The Contractor’s employees shall consistently show the highest levels of customer services and courtesy.

The Contractor’s employees shall display professional attitudes and behaviour, and be dressed in clean uniforms at and other relevant protective clothing all times.

**5. Vehicles and Equipment**

The Contractor’s vehicles and equipment used for performing services shall be adequate and mechanically sound to perform the services required by the Contract as may be reasonably determined by the Procuring Entity from time to time.

The vehicles must fully contain the waste, eliminating potential nuisance such as odours, windblown litter and uncontrolled leachate discharge.

For special collections of solid waste, including bulky waste, garden wastes and large animal carcasses the Contractor shall provide suitable vehicles such as flatbeds or tippers with appropriate lifting hoists as necessary.

As vehicles and equipment become fully depreciated or reach the end of their useful life, the Contractor shall immediately purchase, rent or lease vehicles and equipment to satisfy such requirements or replace such retired vehicles and equipment.

The Contractor shall ensure that all vehicles and equipment are registered and operate in compliance with all applicable laws and regulations.

The Contractor shall keep all vehicles and equipment used for performing services in good repair, appearance and sanitary condition.

Each vehicle shall have at least 2 *makuti* brooms, 2 fork jembes, 2 hoes and 2 shovel at all times to clean up solid waste that may have spilled or otherwise scattered during the process of collection and transportation.

All lights, horns, warning devices, mufflers, fuel tanks and emission controls on said vehicles shall be kept operable at all times, with an average fleet downtime of no more than twenty five percent. A sufficient supply of spare parts shall be kept on hand to ensure the timely and continuous fulfilment of this Contract.

When vehicles are down for maintenance or repair it shall be the Contractor’s obligation to provide a replacement vehicle from the spares in its fleet or a comparable replacement through rental or leasing arrangements, the contractor shall inform the employer accordingly.

All vehicles and equipment shall be operated by qualified and licensed operators.

All vehicles shall be sufficiently secure and provided with tarpaulin cover so as to prevent any spilling or littering of solid waste. No vehicle shall be wilfully overloaded.

All collection vehicles shall have some form of communication device on board (cell phone) to enable close supervision of the service between the Procuring Entity and the Contractor.

**6. Contract Performance Monitoring**

The Contractor shall allow the Procuring Entity to have access at all times to inspect the work being conducted under this agreement, to inspect all records and documents maintained by Contractor regarding work performed under this agreement.

The Contractor shall at all times work under the supervision of the Procuring Entity staff.

**7. Monitoring**

The Procuring Entity has responsibility for monitoring and controlling the services conducted under this agreement.

**8. Cooperation**

All works conducted under this agreement shall be subject to performance monitoring by the Procuring Entity. The Contractor shall cooperate fully with the efforts of the Procuring Entity to monitor and control the services.

**9. Complaints**

The Contractor shall receive and respond to all complaints regarding services provided under this Contract within 48 hours as contained in the Procuring Entity service charter. Any complaints received by the Procuring Entity will be directed to the Contractor’s office. Should a complaint go unresolved for longer than two (2) days, the Procuring Entity will have the right to demand an explanation or resolution to its satisfaction.

**10.****Service Coverage Area**

The works are located in;

|  |  |
| --- | --- |
| **TOWNS/MARKETS** | BUNGOMA, WEBUYE, KIMILILI, CHWELE, KAMUKUYWA, MISIKHU, LUGULU, KAPSOKWONY, MAYANJA, KANDUYI, LWAKHAKHA, MYANGA, BUKEMBE, MALAKISI, MBAKALO, BRIGADIER, SIRISIA,DOROFU, BOKOLI, KAPKATENY, KIMAETI, KABULA, NAMWELA, NDALU, CHEPTAIS, MAYANJA-KIBUKE, KAPTAMA, MATISI, NANDOLIA/NZOIA, KIBABII, SIKATA, LWANDANYI, MECHIMERU, NAITIRI, SANG`ALO, BUMULA, MATEKA, NALONDO, KUYWA, NDIVISI, MAKUNGA, TONGAREN, SOYSAMBU, CHESAMISI, NASUSI, LUKUSI,KHACHONGE, NAMORIO, KIPSIGON, DUMPSITE MANAGEMENT |

The above towns/markets only indicate the TOR associated with this Contract and the Director of Environment may where necessary substitute the towns/markets with others within the jurisdiction of the County without substantially altering the overall scope of the works. The contract price shall be deemed to include for such changes and payment for measured works carried out on such alternative towns/markets shall be made using the relevant rates and prices entered in the Bills of Quantities. **The Contractor shall be fully responsible for the cleanliness of the towns/markets.**

**11. Number of Trips**

The Contractor shall provide a minimum number of 2 trips per day depending on the volumes of garbage/wastes generated per town/market.

**12. Hours of Services**

The Contractor will work for 8-12 hours a day from Monday to Saturday for all the towns and markets whereas the major towns of Bungoma, Kanduyi, Webuye, Chwele and Kimilili the service shall be extended to Sunday and any other emergency that may occur subject to adequate Notice.

**13. Holidays**

Collection service shall be provided on all holidays including Christmas Day.

**14. Routes and Schedule of Collections**

The Contractor shall provide the Procuring Entity with maps and schedules of collection routes as presented in the Work Plan and keep such information updated at all times. In the event of changes in routes or schedules that will alter the day of garbage collection, the Contractor will notify the Procuring Entity accordingly.

Not less than fourteen (14) days prior to commencing service, the Contractor agrees to furnish for the Procuring Entity’s approval the initial schedules and maps of all routes to be used in serving the markets/town as specified in this Contract.

Any changes in routes / or schedules will also be subject to the Procuring Entity’s approval which will not be unreasonably withheld.

**15. Containment**

The Contractor shall cover and properly contain all solid waste loads with tarpaulins, nets or other means as appropriate to the type of vehicle or equipment being used during haul of solid waste from the collection service area to the disposal site.

**16. Unforeseen Occurrences**

The Director of Environment or duly authorized representative shall be at liberty to call upon the Contractor to urgently attend to any emergency or unforeseen occurrence.

**17. Uniforms**

The Contractor shall provide readily recognizable, brightly coloured dust coats and overalls of a single design and colour to all its workers, to be worn at all times when performing services under this agreement, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

**19. Protective Wear**

The Contractor shall provide gumboots and industrial gloves to all workers, for use at all times during the performance of services under this agreement.

**20. Liability and Indemnity**

The Contractor shall hold harmless, defend and indemnify the procuring entity from any claim or damage arising from the actual or alleged negligence of the Contractor in the performance of services and from willful or criminal acts allegedly occurring during services, including the times when the Contractor’s vehicles are in transit.

**21. Insurance**

The Contractor’s vehicles shall bear vehicle insurance and general liability insurance coverage with insurance companies reasonably acceptable to the procuring entity through-out the term of this agreement and through-out any extension or renewal thereof, providing for replacement value in the case of the theft or damage and liability in the case of accident.

**22. Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, sewerage systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Procuring Entity.

**23. Personnel**

The Contractor warrants that it has and will throughout the Contract have the experience and capability including sufficient and competent project manager, supervisors and other personnel to efficiently and expeditiously perform the services. If in the opinion of the Procuring Entity there is any inadequacy in the number or competence of persons engaged in performing the services, then the Contractor shall on request at no extra cost to the Procuring Entity provide additional or alternative competent persons.

The Contractor shall ensure that all Contractor staff employed under the Contract are at all times properly and sufficiently qualified, trained, competent, careful, skilled, honest, experienced, instructed and supervised as the case may be with regard to the services and in particular:

1. The task or tasks such persons has to perform;
2. All relevant provisions of the Contract;
3. All relevant policies, rules, procedures and standards of the Procuring Entity;
4. All relevant rules, procedures and regulatory requirements concerning health and safety at work;
5. Fire risks and fire precautions;
6. The need to maintain the highest standards of hygiene, courtesy, integrity and consideration; and
7. The need to recognise situations which may involve actual or potential danger to personal injury to any person at any location and where possible, without personal risk, to make safe such situations.

The Procuring Entity shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his/her duties.

The contractor shall engage the labour force from groups of youths, women within respective towns of the assignment.

**24. Supervisor**

The Contractor shall provide ten (10) permanent supervisor of work dedicated just to the Contract.

**25. Defaults in Performance of Service**

At any times after the commencement date of the Contract the Procuring Entity may investigate each case where the Contactor has failed to properly perform the services in accordance with the provisions of the Contract. Where the Procuring Entity is satisfied that in any particular case the Contractor has failed to perform the services completely in accordance with the provisions of the Contract, the Procuring Entity shall be entitled to terminate the Contract.

In addition, where the service which has not been performed in accordance with the provisions of the Contract is in the opinion of the Procuring Entity, of such a type or provided in such a frequency that the termination would be inappropriate and Procuring Entity shall be entitled to issue a default notice for rectification.

If the Contractor fails to remedy the services deficiency which is the subject of a rectification notice, the Procuring Entity shall be entitled to issue a termination notice.

Without prejudice to the generality of the foregoing, the following matters shall be included in the types of service deficiencies for which notices may be issued:

1. Failure to properly collect, in compliance with the schedule, any solid waste within the towns/markets;
2. Failure to clear spillages;
3. Failure to clear backlogs of waste;
4. Failure to perform for a period of 1 Week (7 days) continuously;
5. Spillage of garbage on the roads during transportation

The time periods during which the Contractor is to remedy deficiencies shall be reasonable having regard to, inter alia, the nature of and the frequency of the services. Each time period shall commence when the Contractor is initially notified and shall require the Contractor to effect the following in respect of any deficiency involving or associated with collection of solid waste.

In respect of each notification made to the Contractor by 1.00 p.m. on any working day the Contractor shall remedy each deficiency by 6.00 p.m. on the same day Clause 12 above notwithstanding.

In respect of each notification made to the Contractor after 1.00 p.m. or any working day the Contractor shall remedy each deficiency by 1.00 p.m. on the following working day.

Each notice may refer to one or more than one elemental service deficiency.

All notices shall be recorded and used by the Procuring Entity in determining the Contractor’s overall services performance and shall also be used in determining financial penalties and whether the Procuring Entity may terminate the Contract.

**26. Vehicles Identification**

The Contractor shall submit list of all vehicles to be used to the office of the Director of Environment. In the event that the Contractor introduces new vehicles, express authority must be given by the Director of Environment in writing. The Contractor shall indicate vehicle characteristics, i.e. copy of the log book and NEMA certificate. The vehicles must be branded.

**27. Dumping Site**

The County has a designated dumpsite at Muanda in Bumula Sub County. Garbage Disposal will only be done by the Contractor`s vehicles (approved by the Department of Environment) ONLY between 6.00a.m and 6.00 p.m.

The Contractorwill be fully responsible for the management of the dumpsite in terms of;

* Ensure waste segregation
* Ensuring waste is spread, covered and compacted at regular intervals
* Ensuring treatment of wastes when the need arises
* Development and maintenance of motorable roads within the dumpsite to ensure ease of access during disposal
* Ensuring security and control of the disposal site so that illegal activities are contained
* Putting in place appropriate measures for the management of dumpsite fires

**28. Complaints**

All complaints by the Contractors shall be directed in writing to the Director of Environment.

**29. Issuance of Policy Documents and Fees**

All documents, which have been issued for the purpose of Biding, will remain the property of Bungoma County Government.

Documents will be obtained by downloading from the county website [www.bungoma.go.ke/www.supplier.treasury.go.ke](http://www.bungoma.go.ke/www.supplier.treasury.go.ke)

**30. Development of Final Work Plan**

The Contractor is required to submit a Final Work Plan within thirty (30) days of the Contract Signing Date. The Final Work Plan should address each of the activities as prescribed for the Work Plan in the technical proposal.

**31. Contract Period**

The shall run fortwenty fourmonths from the date of signing of Contract Agreement and the contract shall be renewable for a further Twelve (12) calendar months based upon the Contractor`s Performance, Agreement of Parties and statutory compliance. However, there will be a provision of extension depending on the prevailing circumstances.

**32. Period of Maintenance**

The contractor shall maintain the environment in the area of operation to the highest social, professional and health standards possible throughout the contract period as signed in the contract.

# **SECTION VII**

# **STANDARD SPECIFICATIONS**

The contract will be administered in accordance with “The Standard Specification and under the Directions of the Director Environment Bungoma County” as stipulated in this document and /or as directed from time to time.

## **NOTICE TO BIDDERS**

**PERFORMANCE AND QUALITY STANDARDS**

**The contractor is expected to adhere to the following quality policy always:-**

* Prompt attention to enquiries.
* Provision of services which meet the expectations of the customers.
* Deployment of appropriately skilled and experienced staff to provide management and technical expertise needed to satisfy the customers’ needs.
* Adherence to procedures and monitoring mechanisms which ensure efficient and timely execution of services.
* Adherence and compliances with professional procedures, techniques and standards.
* Regular audits, monitoring and reviews of the quality standards, monitoring and reviews of the quality standards

**PROVISION OF GARBAGE COLLECTION, TRANSPORTATION, DISPOSAL AND DUMPSITE MANAGEMENT SERVICES IN BUNGOMA COUNTY**

This is the contract that the contractor is responsible for the complete cleanliness and upkeep of the health standards of the listed towns and markets. Street Sweeping, garbage collection and bush clearing will be carried out throughout all the towns and markets. It should be emphasized that all waste bins within the towns and markets MUST be emptied and at no time should there be an overflowing waste bin. Furthermore, no heap of garbage should be seen for more than 24 hours within the town and market.

* 1. SERVICE STANDARDS

Standards will be set for the quality of works and services provided by the contractor. Cleanliness to the highest standards possible should be achieved under the contract especially and in particular in street sweeping, garbage collection, transportation and disposal; bush clearing and removal of carcasses

MONITORING SYSTEMS

The County Government of Bungoma through the Director Environment will retain the responsibility for monitoring and controlling the quality of the work which is carried out under this contract.

* 1. DATA COLLECTION AND PROCESSING

Data collection service will be set up which will accurately record all the data required for future costing and control of the works. The data collection and processing will be under the control of the County Government of Bungoma and available to the contractor if he so requires. However, in cases where the contractor

Collects waste from commercial/retail or institutions within the County, such information will be collected by the contractor, compiled and delivered to the Director Environment on the last day of every month.

The contractor in conjunction with the authorized supervising officer shall provide the following collection data;-

1. Working hours for workers.
2. The number of trips and tonnage collected each day by each vehicle.
3. The total tonnage of waste collected each day.
4. Details of each load arriving at the disposal site including truck number, weight in tonnage and vehicle capacity
5. The area from which collection was done.
6. Wages and salaries paid.
7. Overhead costs.
8. Capital investments.
9. Break downs and accidents.

The supervision records and reports will be used as the standard for works. This will have to be computed by the Authorized Supervising Officer.

3. LOCATION OF DUMPSITE

The County designated Dumpsite is at Muanda in Bumula Sub County.

# **SECTION VIII**

## **FORM OF BID**

NEGOTIATION NO820839-2020-2021

**PROVISION OF GARBAGE COLLECTION, TRANSPORTATION, DISPOSAL AND DUMPSITE MANAGEMENT SERVICES IN BUNGOMA COUNTY,**

The County Chief Officer,

Department of Environment and Tourism

COUNTY GOVERNMENT OF BUNGOMA,

P. O. BOX 437-50200,

BUNGOMA.

Madam/Sir,

1. Having examined and understood the conditions of contract, Standard Specifications, Special Specifications, Bills of Quantities and the Bid Document in totality for the execution of the above- named works, we the undersigned, offer to execute complete and maintain the whole of the said in conditions of contract, specifications and bills of quantities in conformity with the Quality Standards for the sum of Kenya shillings ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..……..(in words) …………………………… (in figures) as may be ascertained in accordance with the said conditions.
2. We undertake, if our bid is accepted, to commence works within fourteen days upon a receipt of the Department’s order to commence, to execute and maintain the whole of the works to the highest social, professional and health standards possible as stipulated in the contract for a period of **Twenty Four Calendar months, calculated from the last day of the aforesaid period in which the works are to be commenced.**

3. If our bid is accepted we will fill the form of performance security.

* 1. We agree to abide by this bid for the period of one hundred and twenty (120) days from the date fixed receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of the period.
	2. Unless and until a formal agreement is prepared and executed, this bid, together with your written acceptance therefore, shall constitute a binding contract between us
	3. We understand that you are not bound to accept the lowest or any bid you may receive nor are you bound to give reasons for your decision
	4. We are fully equipped with equipment and personnel and competent in the type of work included in this bid and we have adequate financial resources to carry the works described. We are in position to fulfil the said contract.

Dated………………………………...Day of………………………………………..201…..

…………………………………………………..………………………………………………

(Signature of Bidder)

………………………………………………..…………………………………………………

(Name and address of bidder)

..…………………………………………………………………………………………………

(Signature of witness)

………………………………………………..…………………………………………………

(Name and address of witness)

## **APPENDIX TO FORM OF BID**

**NOTE**

The Appendix forms part of the bid. Bidders are required to fill up all the blank spaces in the form of bid.

|  |  |  |
| --- | --- | --- |
| **CONDITIONS OF CONTRACT** | **CLAUSE** | **AMOUNT** |
| Bid Security (Bank Guarantee or Insurance Firm Approved by IRA) |  | ***Kshs. 2,888,000/=*** |
| Amount of Performance Security | 10.1 | 5 % of Tender Sum in the form of Unconditional Bank Guarantee |
| Minimum amount of Third-Party Insurance | 23.2 | Kshs…………………… |
| Period for commencement, from Department of Environment and Tourism`s order to commence | 41.1 | 14 days |
| Contract Period | 31 | 24 months |
| Amount of liquidated damages | 47.1 | 0.5% of Contract Sum per month |
| Limit of liquidated damages | 47.1 | 5% of Contract Sum |
| Period of Maintenance | 49 |  |
| **NOT APPLICABLE** |
| Percentage of Retention | 60.2 | 0% |
| Limit of Retention Money | 60.2 | 1% of Contract Sum |
| Minimum amount of interim certificates | 60.2 | Kshs. 500,000 |
| Appointer of Arbitrator | 67 | High Court Of Kenya |
| Tender Validity Period | 11 | 120 days |

Date this…………………..day of………………………………….…………………. 20……

 Signature………………….. In the capacity of…………………………………………… duly authorized to sign bids

For and on behalf ……………………………………………………………………………

……………………………………………………………………………………………..…

(in block capitals)

Witness

…………………………………………………………...………..Address……………………

Witness

…………………………………………………………………….Address……………………

(To be completed by the bidder)

## **FORM OF WRITTEN POWER OF ATTORNEY**

The bidder shall state here below the name(s) and address of his representatives who is/are

Authorized to receive correspondences in connection with the bid.

 …………………………………………………………………………………………………

(Name of bidder’s representatives in block letters)

 …………………………………………………………………………………………………

…………………………………………………………………………………………………

…………………………………………………………………………………………………

…………………………………………………………………………………………………

(Qualifications of the bidder’s representative in capital letters, attach copies of certificates)

…………………………………………………………………………………………………

…………………………………………………………………………………………….…..

(Address of bidders representative)

 ………………………………………………………………………………………………….

…………………………………………………………………………………………………..

(Representatives signature)

 Sealed by the said company:-

 ………………………………………………………………………………………………….

(Name of the company)

…………………………………………………………………………………………………

 (Stamped by the said company)

**NOTE:-**

 The bidder shall attach a certified copy of registration of the company.

# **SCHEDULE I**

## **BUSINESS QUESTIONNAIRE**

1. Name of Contractor

…………………………………………………………………………………………………..

1. Postal Address ………………………………………………………………………………………..……..
2. Telephone Number(S)

…………………………………………………………………………………………………..

1. Full name of Partners/Directors and their Nationalities

………………………………………………………………………………………………….

………………………………………………………………………………………………….

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

1. Registered Office

…………………………………………………………………………………………………..

1. Has the Contractor even been convicted of any offence under the Labour Acts of Kenya
2. If yes give particulars

……………………………………………………………………………..……………………

…………………………………………………………………………………..………………

………………………………………………………………………………..…………………

……………………………………………………………………………….…….……………

…………………………………………………………………………….……….……………

………………………………………………………………………….…….…………………

………………………………………………………………………….….……………………

……………………………………………………………………..……………………………

I/We certify that the above information is correct.

Contractor………………………………………………………………………………………

Date……………………………………….

(Signature)

Witness……………………………………………….......….Date………………………..……

(Signature)

 Name of witness

…………………………………………………………………………………………………..

 Address of witness

…………………………………………………………………………………………………

#

# **SECTION IX**

## **FORM OF CONTRACT AGREEMENT**

**NOTE: -** This form is included in the bidding document only for the information of bidders. Only the successful bidder will be in the due course required to complete the form

**FORM OF CONTRACT AGREEMENT**

THIS AGREEMENT made on the ……………..day of…………………...….20…… BETWEEN

The County Government of Bungoma Box 437, 50200 Bungoma, Kenya (hereinafter called “the Employer”) of the one part and…………………………………….………..…………… (Herein called “the contractor”) on the other hand.

 WHEREAS the County Government of Bungoma is desirous that certain works shall be executed, viz

**PROVISION OF GARBAGE COLLECTION, TRANSPORTATION, DISPOSAL AND DUMPSITE MANAGEMENT SERVICES IN BUNGOMA COUNTY**

As per the bid document and has accepted a bid by the contractor for the execution and maintenance of such works.

**NOW THIS AGREEMENT WITNESSED AS FOLLOWS:**

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.;
3. The bid document
4. Such schedules and information as are required to be submitted as set out in the conditions of bid and instructions to bidders.
5. The conditions of contract
6. The Standard and Special Specifications
7. The priced Bill of Quantities
8. The letter of Acceptance
9. Bid Notices during period of Bid
10. Other documents and /or drawings as may be agreed upon from time to time between the two parties for purposes of execution of the said works.

All the aforesaid documents are hereinafter referred to as “The Contract”

1. In consideration of the payment to be made by the Employer to the contractor hereby covenants with the Employer to execute and maintain the works in conformity in all respects with the provisions of the contract.
2. The Employer hereby Covenants to pay the Contractor, in consideration of the execution and maintenance of the works and contract price at the times and in the manner prescribed in the contract.

IN THE WITNESS WHEREOF, the parties have hereto have caused their respective common

seals to be hereunto affixed (or have here unto set their respective hands and seals) the day and year above written.

 **SIGNED, SEALED AND DELIVERED**

**BY THE SAID EMPLOYER**:……………………………………………………………….

(County Chief Officer- Environment and Tourism, County Government of Bungoma)

 For and on behalf of the said Employer

 Countersigned by……………………………………………………………………………..

(Head of Supply Chain Management-County Government of Bungoma)

**BY THE SAID CONTRACTOR**:……………………………………………………………..

(For and on behalf of the said Contractor)

In the presence of:…………………………………………………………………………….

(Signature of witness)

…………………………………………………………………………………………………

. (Name of witness)

………………………………………………………………………………………………..

(Address of witness

# **SECTION X**

## **ACCEPTABLE FORMS OF PERFORMANCE SECURITY**

**NOTE: -**

Bidders should not complete the attached Form of performance Security. Only the successful bidder will be required to provide performance Security in accordance with the Forms or in a similar form acceptable to the employer.

## **FORM OF PERFORMANCE SECURITY**

Know all Men by these presents that (Name and Address of Contractor).

…………………………………………………………………………………………………

…………………………………………………………………………………………………

as Principal (thereinafter called “the Contractor “), and (Named Legal Title and Address of Surety , Bonding Company of Insurance

Company…………………………………………………………………………………………………………………………….as surety (hereinafter called “the surety”), are held and firm bound unto the County Government of Bungoma as oblige (hereinafter called “the Employer”), in the amount of Kenya

Shillings………………………………………………………………………………………..

………………………………………………………………………………………………….

………………………………………………………………………………………………….

for the payment of which sum accountable in the types and proportions of currencies in which the contract and the surety bind themselves ,their , executors, administrators successors and assigned, jointly and severally firmly by these presents.

Whereas the contractor has entered into a written contract agreement with the Employer dated the ……….. Day ……………….. Of 20………. in accordance with the plans and specifications and amendments thereto, to the extent herein provided for, are by reference made part, hereof and are hereinafter referred to as the contract.

 Now, therefore, the conditions of this obligation are such that if the contractor shall promptly and faithfully perform the said contract (including any amendments thereto) to then this obligation shall be null and void, otherwise it shall remain in full force and effect. Whenever the contractor shall be, and declared by the Employer obligations there under the surety may promptly remedy on default, or shall promptly. Complete the contract in accordance with its terms and conditions; or obtain a bid or bids for submission to the employer and surety of conditions, and upon determination by Employer and surety of the lowest responsible bidder, arrange for a contract between such bidder and Employer and make available as work progress (even though there should be a default or a succession of defaults under this paragraph) sufficient, funds to pay the cost of completion less the balance of the contract price; but not exceeding ,including other costs and damages for which the first paragraph hereof. The term “balance of the contact price “, as used in this paragraph shall mean the total amount payable by employer to contractor under the contract, less the amount properly paid by employer to contractor; or pay the employer the amount required by employer to complete the contract in accordance with its terms and conditions any amount up to a total not exceeding the amount of this bond.

The surety shall not be liable for greater sum than the specified penalty of this bond. Any suit under this bond must be instituted before the expiration of one year from the date of using of the maintenance certificate. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executor, administration or successors of the Employer.

In testimony whereof, the contractor has hereunto set its hand and affixed its seal, and surety has hereunto set its hand and affixed its seal, and the surety has caused these presents to be sealed with it corporate seal duly attested by the signature of its legal representative, this ……………………… day ………………….……….…… 20…………..

**SIGNED SEALED AND DELIVERED**

BY THE CONTRACTOR

 ………………………………………………………………………………………………

Signature of contractor

 IN THE PRESENCE OF

…………………………………………………………………………………..…………..

Signature of witness

……………………………………………………………………………………………….

Name of witness

**SIGNED SEALED AND DELIVERED**

 BY THE SURETY

……………………………………………………………………………………..…………

Signature of surety

 In the presence of

………………………………………………………………………………………………..

Signature of witness

 ……………………………………………………………………………………….………..

Address of witness