



**COUNTY GOVERNMENT OF BUSIA
DEPARTMENT OF LANDS, HOUSING & URBAN
DEVELOPMENT**

**P.O BOX
BUSIA (K)**

TENDER NO. BSA/CG/150/2017/2018

**REQUEST FOR SOLID WASTE MANAGEMENT
BUSIA ZONE ONE**

COUNTY GOVERNMENT OF BUSIA

TENDERS FOR F/Y 2017/2018

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Section 1

Introduction to tender

Solid waste management in Busia Zone One and Environs for the F/Y 2017/2018 Tender No. BSA/CG/150/2017/2018

- 1.1 The County Government of Busia invites sealed tenders from eligible registered groups-Youths, Women and people with disability for provision of solid waste management in Busia Zone One
- 1.2 Bidders may examine and obtain tender documents from *ifmis portal* (www.supplier.treasury.go.ke)
- 1.3 Completed tender documents in plain sealed envelopes and clearly marked with the relevant tender no. and title should be deposited in the Tender Box at the Governor's office so be received on or before Tuesday 24th April 2018 9.00 am
- 1.4 Tenders will be opened immediately thereafter in the presence of candidates or their representatives who choose to attend at the main board room located at the County Treasury.

Section 11

Physical Address

Solid waste management shall be undertaken within Busia Zone One and her Environs within Busia County under the supervision of the Department of Lands, Housing & Urban Development.

Section 111

Instruction to the tenders

Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (herein referred to as the term) specified in the tender documents.
- 2.1.2 The Procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below
 - (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Form of Tender

- (vi) Price Schedules
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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.

Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax, or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The Procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, 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 issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - c) Tender security furnished in accordance with the paragraph 2.12 (if applicable)
 - d) Declaration Form.

Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

A. Form of Tender

Date: -----

To: **The Department of Lands, Housing & Urban Development
P.O BOX 392-50400
Busia- Kenya**

We offer to execute the ----- in accordance with the conditions of Contract accompanying this tender for the Contract Price of -----

The contract shall be paid in the following currencies:

Currency	Percentage payable	Rate of exchange:	Inputs for which
----------	--------------------	-------------------	------------------

	in currency	one foreign equals {insert local}	foreign currency is required
(a)			
(b)			

We accept the appointment of ----- as the adjudicator.

Or

We do not accept the appointment of ----- in Tender Data Sheet/ as the Adjudicator, and propose instead that----- be appointed as Adjudicator, whose daily fees and biographical data are attached.

We are not participating, as Tenders, in more than one Tender in this Tendering process other than alternative Tenders in accordance with Tendering documents.

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract has not been declared ineligible by Kenya Government under Kenya's laws or any other official regulations.

This Tender and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that the Tender complies with the Tender validity and Tender Security required by the Tendering documents and specified in the Tender Data Sheet.

Authorized Signature: -----

Mane and Title of Signatory: -----

Name of Tenderer: -----

Address: -----

B. Tender- Securing Declaration (mandatory)

Date: -----

Tender No: -----

To: **The Department of Lands, Housing & Urban Development**

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender Security Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time of ----- starting on

-----, if we are breach of our obligation(s) under the Tender conditions, because, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by Procuring Entity during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if required, or
 - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: -----

In the capacity of -----

Name: -----

Duly authorized to sign the Tender for and on behalf of: -----

Date on ----- day of -----, -----

Corporate Seal (where appropriate)

C. Confidential Business Questionnaire

1. Individual Tenderer
Or Individual Members
Of joint Ventures

1.1 Constitution or legal status of Tenderer:(attach copy)
Place of registration.....
Principal place of business:.....
Power of attorney of signatory of Tender:(attach)
Registration certificate (attach) current Business License
(attach)

1.2 Total annual volume of construction work performed in two
Years, in Kenyan shillings as specified in the Tender Data
Sheet;

1.3 Work performed as prime Contractor on works of a similar
Nature and volume over the last two years or as specified
In the Tender data sheet in Kenyan shillings. Also list
Details of work under way or committed, including expected

Completion dates.

Project name and Country	Name of client and contact person	Contractors Participation	Type of work performed and year of completion	Value of Contract
(a)				
(b)				

1.4 Major items of Contractors Equipment proposed for carrying Out the works.List all information requested below.Refer also To sub-clause 12.3 of the instructions to Tenderers.

Item of equipment	Description, make, and age(years)	Condition (new,good,poor)and number available	Owned, leased(from whom?) or to be purchased(from whom?)
(a)			
(b)			
(c)			
(d)			

1.5 Qualifications and experience of key personnel proposed for Administration and execution of the contract.Attach Biographical data.Refer also to sub-clause 12.3 of the Instructions to Tenderes and sub-clause 10.1 of The general Conditions of contract.

Position	Name	Years of Experience(general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed sub-contractor and firms involved. Refer to clause 7 Of the General Conditions of Contract.

Sections of the Works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work
(a)			
(b)			

1.7 Financial reports for the number of years specified in the Tender Data sheet.

1.8 Evidence of access to financial resources to meet the

Qualification requirements: cash in hand, lines of credit
E.t.c. list below and attach copies of support documents.

1.9 Name, address, and telephone, e-mail address, and facsimile
Numbers of banks that may provide references if contracted
By the procuring entity.

1.10 Information on current litigation in which the tenderer is in
Involved.

Other party(ies)	Cause of Dispute	Amount involved
(a)		
(b)		

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the form of the tender and the appropriate Price Schedule the unit prices and the total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other payable taxes.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11 Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period of shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity 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. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original of the tender, clearly marking "ORIGINAL TENDER" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 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 tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE 24th April 2018 **9.00 A.M**"

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late"

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

Deadline for Submission of Tenders

- a) Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **24TH April 2018 9.00 A.M**
- 2.16.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.1 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 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 Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tender's forfeiture of its tender security, pursuant to paragraph 2.12.7

Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderer's representatives who choose to attend, at 9.00 A.M, **24TH April 2018** and in the location specified in the invitation for tenders. The tenderer's representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderer's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity 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 in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The procuring entity 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the other tender documents. For purposes of these paragraphs, a substantial responsive tender is one which conforms to all the terms and conditions of the tender documents without recourse to extrinsic evidence.

2.20.5 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.

Conversion to single currency

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- a) Operational plan proposed in the tender;
- b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.

a. Operational Plan

- (i) The Procuring entity requires that the service under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

b. Deviation in payment schedule

- (ii) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions contract. Tenderers will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in the tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 14 days from the date of opening the tender

2.23 Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

1.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contact award may result in the rejection of the Tenderer's tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.4.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer qualifications submitted by the tender, pursuant to paragraph 2.11.2, as well as such other information as the procuring entity deems necessary and appropriate

2.4.3 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 procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the procuring entity will award the contract to the successful tenderer has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- a) Necessary qualifications, capability, experience, services, equipment and facilities to provide what is being procured
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in Public Procurement

2.26 Procuring entity's Right to accept or reject any or all tenders

2.26.1 The procuring entity reserve 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 or tenderes or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenders is responsive, the procuring entity shall notify each tender.

2.26.1 The procuring entity shall give prompt notice of the termination to the termination to the tenderers and on request give reasons for termination within 14days of receiving the request from any tenderer.

2.26.2 A tenderer who gives false information in the tender document about qualification or refuse to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9 simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tender's furnishing of the performance security pursuant to paragraph 2.29the procuring entity will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 2.12

Signing of Contract

2.28.1 At the same time as the procuring entity notifies the successful tenderer that its tender has been accepted , the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The contract will be definitive upon its signature bye the two parties.

2.28.4 The parties to the contract shall have signed within 14 days from the date of notification of contract award unless there is an administrative review request

Corrupt or Fraudulent practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution Of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

- 2.30.2 The Procuring entity 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.
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya

Appendix to Instructions to Tenderers

The following information for procurement of solid waste management shall complement or amend the provision of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provision of the appendix, the provisions of the appendix herein shall prevail over those over those of the instruction tenderers

Instructions to tenderer	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Youth, Women and people with Disability groups
2.10	Particulars of the currencies allowed. Kenya shillings only
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements
2.12	Validity of tenders: 90days
2.13	Copies of tender documents to be submitted: An original
2.14	Address of receiving Tenders: Completed tender Documents should be deposited in tender box provided at Busia County Government, Governors office, County Treasury, Ground Floor. The County Secretary County Government Of Busia, P.O. Box Private Bag 50400, Busia - Kenya
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Unit.

2.22	Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.		
	a) Mandatory Requirements (MR)		
	The following requirements must be met by the tenderer		
	No.	Requirements	Responsive or Not Responsive
	MR1	Must submit a certified copy of certificate of Registration/Incorporation	
	MR2	Must submit a certified copy of KRA PIN or	

		Registration Certificate	
	MR3	Must fill the form of tender in the format provided	
	MR4	Must provide certificate from AGPO- WOMEN	
	MR5	Attach a list of the directors/officials of the group	
	MR6	Tender documents must be serialised	

Instructions to tenderer	Particulars of appendix to instructions to tenderers
	<p>The technical score shall be determined from</p> <ul style="list-style-type: none"> • Past experience in similar works 5% • Methodology design <ul style="list-style-type: none"> ➤ Number of staff to engage - 10% ➤ Mode /types of equipments - 20% ➤ Time schedules - 10% ➤ Relationship with DLHUD - 10% • Activeness of the group <ul style="list-style-type: none"> ➤ Frequency of meetings - 10% ➤ Record keeping - 15% ➤ Financial status(bank statement) - 20%

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

c) Financial Score (FS)

The formulae for determining the financial score (FS) shall be as follow:-

$FS = 100 \times F_m / F$ where FS is the financial score; F_m is the lowest priced bidder and F is the price of the bidder under consideration.

d) Combined Technical and Financial Scores(S)

Bidders will be ranked according to their combined technical (TS) and financial (FS) scores using the weight (T=the weight given to the technical proposal=the weight given to the Financial Proposal; T+p=1) indicated below. The combined technical and financial score, S, shall be calculated as follows:-

$$S = TS \times T\% + FS \times P\%$$

Weighting

T=0.80

P=0.20

SECTION III-GENERAL CONDITIONS OF CONTRACT

Table of clauses

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

[a] "The Contract" means the agreement entered into between the Procuring entity 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 Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

[c] "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the entity under the Contract

[d] "The Procuring entity" means the organization procuring the services under this Contract

[e] "The Contractor" means the organization or firm providing the services under this Contract

[f] "GCC" means the General Conditions of Contract contained in this section

[g] "SCC" means the Special Conditions of Contract

[h] "Day" means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not super ceded by provisions of other part of the contract

3.3 Standards

3.3.1 The services provided under this contract shall conform to the standards mentioned in the schedule of requirements

3.4 Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contracts or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Delivery of services and Documents

3.6.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.7 Payment

3.7.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.7.2 Payment shall be made promptly by the procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.8 Prices

3.8.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the renderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of contract shall be made except by written amendments signed by the parties.

3.8.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.8.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.8.3 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.9 Assignment

3.9.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.10. Termination for Default

3.10.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.10.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.11. Termination for Insolvency

3.11.1 The procuring entity may at anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.12 Termination for Convenience

3.12.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.13 Resolution of Disputes

3.13.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreements or disputes arising between them under or in connection with the contract

3.13.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

3.14.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.15 Applicable Law

3.15.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC

3.16 Force Majeure

3.16.1 The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Notices

3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV- SPECIAL CONDITIONS OF CONTRACT

4.2 Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
4.3 Delivery of services	Solid waste management
4.3 Payment	By certificate
4.4 Price adjustments	Not Applicable
4.5 Applicable law	Laws of Kenya

SECTION 5-SCHEDULE OF REQUIREMENT

1) Details of Works

No.	Particulars	Frequency
1.	Interpretation of duties	20
2.	Zoning of area/market	15
3.	Distribution of labour force	25
4.	Punctuality in service delivery	25
5.	Relationship with DLHUD	15

GENERAL CONDITIONS OF THE CONTRACT

1. The General Conditions of Contract with the County Government of Busia apply to this transaction. This form properly submitted constitutes the entire agreement.
2. The offer shall remain firm for 90 days from the closing dated unless otherwise stipulated by the seller.
3. Solid waste management will run for One Financial Year starting July 2017 to 30th June 2018.
4. Payments shall be made on certification based on verification and approvals.
5. The DLHUD shall provide transport from designated receptacles to the dumpsite. All solid waste collected shall be deposited in designated area

PRICE SCHEDULE

1		RATE	QTY	AMOUNT
	General cleaning, sweeping and solid waste collection			
	Trenching, Drainage			
	General logistics, purchase of equipments and tools			
	Add 10% Administrative Costs			
	Add 16% V.A.T			
	Total Monthly Rates			
	Total Project Cost			