



## **MASENO UNIVERSITY**

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**FAX: 057) 351221, 351432**

**PRIVATE BAG, MASENO**  
**Website: [www.maseno.ac.ke](http://www.maseno.ac.ke)**

**TENDER NO. MSU/T/12/2017-2018**

**FOR**

**PROVISION OF SANITARY DISPOSAL SERVICES**

**AT MASENO UNIVERSITY (ALL CAMPUSES:  
HALLS OF RESIDENCE, OFFICES AND KISUMU  
HOTEL)**

**APRIL, 2018**

Information contained in this document is provided strictly to assist prospective bidders in their bid preparation. Any other use or disclosure to a third party is restricted and requires prior permission from Maseno University.

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## SECTION I: INVITATION TO TENDER

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**Date:** 23<sup>th</sup> April, 2018

**Tender Ref No.:** MSU/T/12/2017-2018

**Tender names:** **Provision of Sanitary Disposal Services at Maseno University (All Campuses: Halls of Residence, Offices and Kisumu Hotel)**

- 1.1 Maseno University invites sealed tenders from eligible candidates for Provision of Sanitary Disposal Services at Maseno University.
- 1.2 A complete set of tender document is issued through Open Tendering process to the eligible prequalified bidders.
- 1.3 This tender shall remain valid for 90 days from the date of Tender Opening.
- 1.4 The contract duration shall be for one year.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with tender reference number and description, without indicating the tenderer's name and be deposited in the **Tender Box** at **Reception Office of Administration Block, College Campus** or be addressed to:

The Vice Chancellor  
Maseno University,  
Private Bag,  
**MASENO**

So as to be received ON or BEFORE **Monday 7<sup>th</sup> May, 2018 at 10.00 a.m.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend in the Boardroom, Siriba Campus.

Thank you.

**Procurement Officer**  
**For: Vice Chancellor**

## TENDER SUBMISSION CHECKLIST

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### A. Tender Submission Format - Proposal (Two copies)

This order and arrangement shall be considered as the Tender Submission Format. Bidders are advised to flag/separate sections identifying where each item is inserted. (Tenderers shall tick against each item indicating that they have provided it.)

No.	Item	Tick Where Provided
1	Tender Security of 1.5% of the Bid Price –Bank Guarantee or Insurance Bond or Bankers Cheque (All from acceptable and approved locally based Kenyan institutions)	
2	Form of Tender (original - duly signed by the tenderer)	
3	Copy of Valid Tax Compliance Certificate	
4	Confidential Business Questionnaire (CBQ)	
5	Copy of PIN and VAT Registration Certificate	
6	Copy of Company or Firm's Registration Certificate	
7	Names with full contact as well as physical addresses and letters of reference of current customers of similar or related institution	
8	Current Business Permit	
9	NEMA Certificate	
10	Audited Financial Statements. The audited financial statements Must be those that are reported within past two years. (2016 and 2017)	

### NOTES TO TENDERERS

1. Valid Tax Compliance Certificate shall be one issued by the Kenya Revenue Authority (KRA) and valid for at least up to the tender closing date.
2. All Kenyan registered Tenderers must provide with the Personal Identification Number Certificate (PIN Certificate).

## SECTION II – INSTRUCTIONS TO TENDERERS/BIDDERS

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## **SECTION II: INSTRUCTIONS TO TENDERERS/BIDDERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the provide of service by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Maseno University employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 Maseno University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the service under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Service**

- 2.2.1 All service to be provided under the contract shall have their firms located in eligible source countries.
- 2.2.2 The origin of service is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

- 2.3.1 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.
- 2.3.2 The price charged for the tender document shall be **Kshs.1000**; and a copy of receipt of the same must be submitted together with the bids.

**Note: Documents that are downloaded from the Maseno University website will not be charged**

- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

### **2.4. The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
  - (ii) Instructions to tenderers
  - (iii) General Conditions of Contract

- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications 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.

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify Maseno University in writing or by post at the address indicated in the Invitation to Tender. Maseno University 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 tenders, prescribed by Maseno University. Written copies of Maseno University response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The Maseno University 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.

## 2.6 Amendment of Documents

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## 2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and Maseno University, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an

accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the service and ancillary services to be provided by the tenderer are eligible service and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the service to be provided, a brief description of the service, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of Maseno University.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**



- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish Maseno University's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to Maseno University's satisfaction;
- (a) that, in the case of a tenderer offering to provide service under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the service' Manufacturer or producer to provide the service.
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

### **2.13 Service Eligibility and Conformity to Tender Documents**

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all service which the tenderer proposes to provide under the contract.
- 2.13.2 The documentary evidence of the eligibility of the service shall consist of a statement in the Price Schedule of the country of origin of the service and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the service to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristic of the service;
  - (b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the service for a period of two (2) years, following commencement of the use of the service by Maseno University; and
  - (c) A clause-by-clause commentary on Maseno University's Technical Specifications demonstrating substantial responsiveness of the service and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph.

2.13.3 (c) Above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by Maseno University in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to Maseno University's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect Maseno University against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to Maseno University and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by Maseno University as non responsive, pursuant to paragraph 2.22.

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Maseno University.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.

2.14.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) To sign the contract in accordance with paragraph 2.27 or
  - (ii) To furnish performance security in accordance with paragraph

## 2.28 2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by Maseno University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Maseno University as non responsive.
- 2.15.2 In exceptional circumstances, Maseno University 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

- 2.16.1 Maseno University shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 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.

## 2.17 **Sealing and Marking of Tenders.**

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) Be addressed to Maseno University at the address given in the Invitation to Tender:
  - (b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Monday 7<sup>th</sup> May, 2018 at 10.00 a.m.**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned to tenderer unopened in case it is declared "late".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

- 2.18.1 Tenders must be received by Maseno University at the address specified under paragraph 2.17.2 no later than **Monday 7<sup>th</sup> May, 2018 at 10.00 a.m.**
- 2.18.2 Maseno University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

- 2.19.1 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 Maseno University prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of Tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.
- 2.19.5 Maseno University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 Maseno University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

- 2.20.1 Maseno University will open all tenders in the presence of tenderers' representatives who choose to attend, at the Boardroom, Siriba Campus and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as

Maseno University, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 Maseno University will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Maseno University 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.

2.21.2 Any effort by the tenderer to influence the Maseno University in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

2.22.1 Maseno University 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 documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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 and 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.

2.22.3 Maseno University may waive any minor informality or nonconformity 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 Maseno University will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. Maseno University's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by Maseno University and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, Maseno University will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 Maseno University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

## **2.25 Preference**

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

## **2.26 Contacting Maseno University**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact Maseno University on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence Maseno University in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, Maseno University will 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as Maseno University deems necessary and appropriate.

2.27.3 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 Maseno University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

2.27.4 Maseno University will award the contract to the successful tenderer(s) whose tender 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.

**(c) Maseno University's Right to Vary quantities**

2.27.5 Maseno University reserves the right at the time of contract award to increase or decrease the quantity of service originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

**(d) Maseno University's Right to Accept or Reject Any or All Tenders**

2.27.6 Maseno University reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Maseno University's action

**2.28 Notification of Award**

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, Maseno University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

**2.29 Signing of Contract**

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

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Maseno University.

## **2.30 Performance Security**

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from Maseno University, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Maseno University.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Maseno University may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 Maseno University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive Maseno University of the benefits of free, open and fair competition;
- 2.31.2 Maseno University 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.
- 2.31.3 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

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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	<p><b>Particulars of eligible tenderers:</b></p> <ol style="list-style-type: none"> <li>1. Registered Company, having been in the relevant business applied for. <i>(Attach registration certificates)</i></li> <li>2. Must be financially stable <i>(attach Audited Accounts for 2015/2016 and 2016/2017)</i></li> <li>3. Must have adequate technical capacity.</li> <li>4. Must have adequate business facility(s) and equipment.</li> <li>5. Must have an accessible business premise.</li> <li>6. Must not have been debarred from participating in tender procurement proceedings under section 115 of the Act.</li> <li>7. Must be Tax compliant. <i>(Attach VAT, PIN and any other relevant Certificates)</i></li> <li>8. Provide a copy of valid NEMA Certificate.</li> </ol>
2.12	<p><b>Tender Security:</b> The tender security shall be 1.5 % of the Bid Price in a form of Banker's Cheque or Bank Guarantee or an Insurance Guarantee from an Insurance Company approved by PPOA and/or as described in this document.</p>
2.27	<p><b>Performance Security:</b> Not required for this tender</p>

**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## SECTION III: GENERAL CONDITIONS OF CONTRACT

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### 3.1 Definitions

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### 3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### 3.3 Payment

- 3.3.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified.

### 3.4 Prices

Prices charged 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 by the tenderer in its tender or in the procuring entity’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.5 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.6 Termination for Default**

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

- a) If the tenderer 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 tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.7 Termination of insolvency**

The procuring entity may at the 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.8 Termination for convenience**

- 3.8.1 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 entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.8.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.9 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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.

### **3.10 Governing Language**

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

### **3.11 Force Majeure**

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.

### **3.12 Notices**

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

#### SECTION IV: SPECIAL CONDITION OF CONTRACT

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4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC.

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	<i>Not required for this tender</i>
3.12.1	<i>Payment shall be 30 days after service have delivered and accepted by the University</i>
3.18.1	<i>Resolutions of disputes shall be in the court of law</i>

## SECTION V: TECHNICAL SPECIFICATION

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1. The service shall involve the replacement of sanitary bins as follows:

<b>Location</b>	<b>Quantity of Bins</b>
1. School of Medicine	- 6 No.
2. Central Services	- 5 No.
3. Kisumu Hotel	- 12 No.
4. Varsity Plaza	- 50 No.
5. Clinic/Health Services	- 5 No.
6. Makerere Complex Hostels	- 87 No.
7. College Campus	- 113 No.
8. Tuition Block	- 7 No.
9. Students Centre	- 1 No.
10. Academic wing A & B	- 5 No.
11. Zoology	- 5 No.
12. Workshop Carpentry	- 3 No.
13. Dean of Science Offices	- 1 No.
14. Physics Lab	- 4 No.
15. Graduation	- 7 No.
16. Estates/Siriba Cafeteria	- 4 No.
17. Millennium /Botanic	- 16 No.
18. New Microbiology Lab	- 6 No.
19. IDP and Sunrise Annexes Hostels	- 30 No.
<b>Totals</b>	<b>367 No.</b>

2. The replacement shall be done on fortnight basis.
3. Contract Duration: 2 years

**SECTION VI:**

**SCHEDULE OF REQUIREMENTS**

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6.1 This is service procurement for Sanitary Disposal Services at Maseno University for a period of Two Years.



**SECTION VII:****PRICE SCHEDULE**

	<b>ITEM</b>	<b>UNIT</b>	<b>TOTAL QTY</b>	<b>UNIT PRICE Per Replacement/Bin Kshs.</b>	<b>AMOUNT Per Replacement/Bin Kshs.</b>
1.	<b>Provision of Sanitary Disposal Services</b>	No.	367		
2.	<b>Other Chargeable Items (Specify)</b>				
	2.1				
	2.2				
	2.3				
	2.4				
	2.5				

**Total Amount (Per Year) in words:**

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**Tenderer's name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SECTION VIII:****STANDARD FORMS**

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1. Form of tender
2. Confidential Questionnaire form
3. Tender Security Form
4. Evaluation Criteria

**1. FORM OF TENDER**

Tender Number and Name:

.....  
.....

**To:**

..... ..... .....
-------------------------

Dear Sirs and Madams,

Having read, examined and understood the Tender Document we, the undersigned Tenderer, offer to provide service of:

.....  
.....

At a tender sum of

(in words)

Kenya shillings and/or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us, if any: payable quarterly.

Name of Tenderer

\_\_\_\_\_  
Name and Capacity of authorized person signing the Tender

\_\_\_\_\_  
Signature of authorized person signing the Tender

\_\_\_\_\_  
Stamp of Tenderer

**2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give particulars indicated in part 1 and part 2(a), 2 (b) or whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

***Part 1 General***

Business Name.....

Location of business premises; Country/Town.....

Plot No.....Street/Road.....

Postal Address..... Tel No.....

Nature of Business.....

Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any time: Kshs.....  
.....

Name of your bankers.....

Branch.....

.....  
Signature of Tenderer and Stamp

**Part 2 (a) - Sole Proprietor**

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details.....

**Part 2 (b) – partnership/limited liability company/other**

Give details of partners as follows:

Name in full .....

Nationality.....

Citizenship Details .....

Shares.....

Give details of partners as follows:

Name in full .....

Nationality.....

Citizenship Details .....

Shares.....

Give details of partners as follows:

Name in full .....

Nationality.....

Citizenship Details .....

Shares.....

Give details of partners as follows:

Name in full .....

Nationality.....

Citizenship Details .....

Shares.....

Give details of partners as follows:

Name in full .....

Nationality.....

Citizenship Details .....

Shares.....

.....  
Signature of Tenderer and Stamp

### 3. TENDER SECURITY FORM

Whereas ..... [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated..... [date of submission of tender] for the provide, installation and commissioning of .....[name and/or description of the equipment] (hereinafter called “the Tender”) .....

KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called “the Bank”), are bound unto Maseno University(hereinafter called “the Procuring entity”) in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day \_\_\_\_\_of 20\_\_\_\_ .

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by Maseno University during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand Maseno University will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

#### **4. EVALUATION CRITERIA**

##### **Stage 1: Statutory Mandatory Documents**

These are mandatory requirements and bidders are expected to provide all the documents in order proceed to the next stage of evaluation. This stage shall be evaluated on a **YES/NO** basis.

S/No.	Particulars	YES/NO	Remarks
1.	Form of Tender (duly signed and stamped by the tenderer)		
2.	Tender Security (As applicable)		
3.	Valid and up to date Tax Compliance Certificate (KRA)		
4.	Certificate of Incorporation and/or Change of Name		
5.	Business Questionnaire Form (completed with all the required information and attachments)		
6.	Audited Accounts for the Last 2 years (2015/2016 and 2016/2017)		
7.	Valid and up to date NEMA Certificate		

##### **Stage 2: Technical Evaluation Stage**

No.	Requirements	Marks Scheme	Max
1.	Competence of proposed key staff in charge of operations  Attach CV and copies of certificates  Note: only one key staff will be assessed	Academic Qualification: (Graduate training = 3; Diploma =1) Professional Qualification (Yes = 3; No =0) Relevant Experience (>10 yrs = 4; 5-10 yrs=2; <5yrs =1)	<b>10</b>
2.	Proof of experience in offering Similar Services: Attach Recommendation/Offer letters from as many Companies/Organizations who are <b>CURRENTLY</b> being offered similar Services	Score = <b>(a/b x 10)</b> Where: <b>a</b> = Number of Firms for Bidder under consideration <b>b</b> = Highest Number of Firms Attached	<b>20</b>
3.	Evidence of capacity: equipment, personnel and facilities for handling the business	Log Books of Vehicles = 4 Pts Bins = 3 Pts Personnel = 3 Pts	<b>10</b>
3.	Evidence of incineration Show how disposal is handled	Evidence attached = 10	<b>10</b>
	<b>TOTAL</b>	Max: 50 points	<b>50</b>

**To qualify to financial evaluation stages bidders are expected to score at least 70% out of maximum possible points at the technical evaluation stage.**

### **Stage 3: Financial Stage**

Bids that pass this stage based on the set minimum score will be subjected to Financial Evaluation using the following formula:

Price quoted shall contribute to 50 points of the total score and this shall be evaluated relatively on the basis of lowest quoted price using the formula  $P_c = \frac{P_L}{P} \times 50$  where;  $P_c$  is the allocated score,  $P_L$  is the lowest quoted price of bids passing the technical evaluation and  $P$  is the bidder's price under consideration.

The total score is the sum of the technical evaluation score plus the financial evaluation score.

**Bidders shall be awarded on the basis of combined scores: Technical and Financial. The bidder with the highest combined scores shall be awarded the tender.**