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TENDER DOCUMENT

FOR PROVISION OF SANITARY DISPOSAL SERVICES

MUST/046/2016-2017 / 2017-2018

APRIL, 2016

Issued by Meru University of Science and Technology

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SECTION I – INVITATION TO TENDER

Tender No. MUST/046/2016-2017/2017–2018

TENDER - FOR PROVISION OF SANITARY DISPOSAL SERVICES

Dear Sir/Madam,

- i. MUST invites sealed bids from eligible and dully registered firms who meets the mandatory requirements as detailed here in the tender documents.
- ii. Interested eligible candidates may obtain further information from and inspect the tender documents at *MUST, Procurement Department Meru University, Main Campus at Nchiru along Meru – Maua Road* during normal working hours.
- iii. Interested eligible bidders may obtain further information and inspect the tender documents from the Procurement Office, Meru University of Science and Technology main campus – along Meru - Maua Rd, during the office working hours; Monday through Friday, upon payment of a non-refundable fee of Kshs. 1,000 per set of document in cash or in banker’s cheque payable to Meru University of Science and Technology. The bid document may also be downloaded from the university website (www.must.ac.ke) or Kenya Government tenders portal: **http://www.supplier.treasury.go.ke. Free of charge.**
- iv. Qualifications requirements include: Experience and technical capacity – evidence of minimum three successfully completed contracts of similar nature. Provide audited accounts for the last three years. Provide copies of a valid Tax compliance certificate and Certificate of Reg. /Incorporation, registration certificate of AGPO . Additional details are provided in the Bidding Documents. The bid security must be 2% of the tender sum in the form of a Bank Guarantee from a reputable bank or in banker’s cheque. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- v. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box provided at the entrance of Administration Block 11 or be addressed to

**The Vice Chancellor
Meru University of Science and Technology
P.O. Box 972-60200
Meru**

So as to be received on or before **Thursday 19th May 2016 at 10.30 A.M.**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend in the Meru University Boardroom.

Procurement Officer

FOR: Vice Chancellor

Meru University of Science and Technology

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender.

2.1.2 The procuring entity's 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 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 goods 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 materials, goods and parts

2.2.1 All goods, materials and parts to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the vehicles were produced. Vehicles are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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 MUST, 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 to be charged for the tender document shall be Kshs.1,000.00 in cash (freely convertible currency) or in bankers cheque – Meru University of Science and Technology.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set qualification criteria shall be evaluated and offered the award if they are successful.

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) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) 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 **MUST** in writing or by post at the address indicated in the Invitation to Tender. **MUST** 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. Written copies of **MUST** 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 **MUST** shall reply to any clarifications sought by the tenderer within 2 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, **MUST**, 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, **MUST**, 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 **MUST**, 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 goods and ancillary services to be supplied by the tenderer are eligible goods 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 vehicle to be supplied, a brief description of the goods, 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 goods it proposes to supply 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 **MUST**.

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 60 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 to the **MUST**'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 **MUST** satisfaction;

- (a) that, in the case of a tenderer offering to supply the vehicles under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the vehicle' Manufacturer or producer to supply the goods.

- (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.

2.12 Services materials and parts 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 services, materials and parts which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the services, materials and parts shall consist of a statement in the Price Schedule of the country of origin of the services 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 services, materials and parts 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 goods, materials and parts;

(b) (c) a clause-by-clause commentary on the MUST's Technical Specifications demonstrating substantial responsiveness of the services, materials and parts proposed for supply to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.14 Tender Security

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

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

2.14.3 The tender security is required to protect the MUST 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 the Procuring entity and valid for thirty (120) 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 the Procuring entity 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 the Procuring entity.

- 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 MUST 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 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by MUST, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the MUST as non-responsive.
- 2.15.2 In exceptional circumstances, MUST 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 The Procuring entity 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 unamended printed literature, shall be initialled 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 initialled 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 the MUST 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,"
- 2.17.3 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".
- 2.17.4 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 the Procuring entity at the address specified under paragraph 2.17.2 no later than **Thursday 19th May 2016 at 10.30 am**.

2.18.2 The MUST 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 MUST 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 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity 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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday 19th May 2016 at 10.30 am** 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 the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity 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 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.

2.21.2 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 tenderers' tender.

2.22 Preliminary Examination

2.22.1 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 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 quantify, 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 MUST 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 effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity 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. The Procuring entity'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 the Procuring entity 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, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity 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 10%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity 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 the Procuring entity 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, the Procuring entity 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 the Procuring entity 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 the Procuring entity 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 The Procuring entity 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) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to accept or Reject any or All Tenders

2.27.6 The Procuring entity 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 Procuring entity's action

2.28 Notification of Award

2.28.1 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.

- 2.28.2 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, the Procuring entity 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 the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 the Procuring entity.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, 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 the Procuring entity.
- 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 the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity 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 non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 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.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III MANDATORY REQUIREMENTS AND INSTRUCTIONS TO BIDDERS.

The following requirement is mandatory and any bidder failing any of them will be disqualified.

	Required Items	Attachments	Remarks
1	Company registration certificate (or certificate of incorporation)	Attach evidence	
2	VAT/PIN Registration and i-tax registration certificate	Attach evidence	
3	Valid Tax compliance Certificate	Attach evidence	
4	Attach a list of at least three (3) similar Institutions of higher learning you are currently serving and the period served.	Attach evidence	
5	A duly countersigned letter by key management staff/Director undertaking to perform the contract if awarded.	Attach evidence	
6	Dully Filled Confidential Business Questionnaire with Disclosure of directors/partners/sole proprietor/Contact person	Attach evidence	
7	Certified Copies of Audited Accounts for the last three years	Attach evidence	
8	Dully signed form of tender	Filled in the tender documents inside	
9	Duly registered by Treasury as Firms owned by Youth, women and people with disabilities.	Attach evidence	
10	Local operating offices	Attach details of the business location.	
11	Equipment (prove ownership of equipment or lease agreement	Attach evidence	

SECTION III TECHNICAL EVALUATION.

NB: *All bins should have the following hygienic solutions*

1. Anti-microbial technology to help prevent spread of germs and inhibit the growth of bacteria.
2. Large aperture to allow easy disposal of waste.
3. Modesty flap for discreet disposal and prevention of exposure to contents and to prevent odour release.
4. Quite reliable operation for hygienic discreet use.
5. Surface specifically designed to enhance hygiene standards and help make cleaning easier
6. Easy to wipe and finger print resistant.

- Sanitary Disposal Units to be disposed within fortnightly

ITEM DESCRIPTION	SPECIFICATION	UNIT OF PURCHASE	SITE	QUANTITY	PRICE PER BIN
Provision for sanitary services	Hostel bins -easy to open flip top lid -slim design for use in areas with minimal space. -dimensions 325W x D470 x H800 (mm)	Bins	Hostel B	22	
			Hostel C	36	
			Prefabs	6	
	Staff washrooms -built in foot pedal - Slim design for use in areas with minimal space. -dimensions – W190 x L230 x H600 (mm)	Bins	All areas with staff washrooms	26	
	Tuition student washrooms built in foot pedal - Slim design for use in areas with minimal space. -dimensions – W190 x L230 x H600 (mm)	Bins	All areas with student's washrooms	35	
	Town campus washrooms built in foot pedal - Slim design for use in areas with minimal space. -dimensions – W190 x L230 x H600 (mm)	Bins	All areas with students and staff washrooms	9	
	Hospital washrooms built in foot pedal - Slim design for use in areas with minimal space. -dimensions – W190 x L230 x H600 (mm)	Bins	All areas with students and staff washrooms	5	
Executive bin -built in foot pedal -slim and discreet dimensions – 350 x 180x 560 (mm)	Bins	Admin Block 1	1		
	Innovation centre built in foot pedal - Slim design for use in areas with minimal space.	Bins	All areas with students	14	

	-dimensions – W190 x L230 x H600 (mm)		and staff washrooms		
	Engineering complex built in foot pedal - Slim design for use in areas with minimal space. -dimensions – W190 x L230 x H600 (mm)	Bins	All areas with students and staff washrooms	14	
	Engineering workshops	Bins	All areas with students and staff washrooms	3	
	Marimba centre – student washrooms easy to open flip top lid -slim design for use in areas with minimal space. -dimensions 325W x D470 x H800 (mm)	Bins	All areas with students and	9	
	Marimba centre – staff washrooms	Bins	All areas with staff washrooms	3	
			Total	183	

- During servicing, deliver clean and sanitized unit to the site and old unit to be returned for cleaning.
- Do not use messy and unsanitary plastic liners and all the bins must be properly washed
- Service sheet / cards are to be used during all servicing and signed by both client and service provider.
- Friendly female trained staffs are required to exchange the units.
- Attractive sanitary disposal bins of various designs, colours and capacities suiting all locations.
- Powder deodorize should be placed in the sanitary bins to break down the bacteria and remove unpleasant odour.
- Toilet cubicles vary enormously and a sanitary bin should fit easily between the toilet and wall yet is large enough to have maximum capacity.

- The spray formulations/ perfumes used must eliminate malodours and odorizing, it should be a choice of unique refreshing fragrance with a burst release for strong and long 'hang' time of fresh air.

Identification

- The service provider employees shall carry proper identification for the purpose of identifying themselves to the university.
- The service provider shall place a company sticker and bin operation instruction in all ladies washrooms.

Duties to observe

- The service provider shall at all-time cooperate with university administration and on instructions authorised by the university administration rectify any breaches or faults identified in the service provision.
- Service schedule shall be agreed with the university and service dates should be strictly adhered to.
- Servicing shall be done during working i.e. 8am - 5pm .
- Servicing shall not be done on weekends or public holiday days. Service provider shall make prior arrangements in case service dates fall on any these days.

SAMPLE PICTURES OF BINS

1. Staff Bins



- ✓ Antibacterial properties
- ✓ Foot Pedal Operation
- ✓ Easy to Operate,
- ✓ Slim Design
- ✓ Flap Design



2. Hostels and other student washroom Bins

- ✓ Flip Top Bin
- ✓ Rectangular bin with easy to open swing top lid.
- ✓ Highly durable plastic Slim line design ideal for use in areas with minimal space
- ✓ Antibacterial properties



3. Executive and physically challenged Bins.

- ✓ a slim discreet rectangular unit
- ✓ It is operated by a foot pedal and ensures ease of disposal
- ✓ Secure cover avoiding sight of items deposited inside and to prevent odor release.
- ✓ Wipe clean surface
- ✓ Antibacterial properties

TENDER PRICE FOR THE BINS KSHS.....(TENDER PRICE IN WORDS).....

Tenderer's SIGNATURE.....

DATE.....

OFFICIAL STAMP.....

SECTION V: CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied 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.

Plot No..... Street/Road

Postal Address Tel No.Mobile No..... E mail

.....Contact person.....Mobile No.....

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <p>.....</p> <ul style="list-style-type: none"> • Citizenship details • 																		
	<p align="center">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.			2.			3.			4.		
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1.																			
2.																			
3.																			
4.																			
	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p>																		

	<p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.....							2.							3.							4.....			
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Date	Signature of Candidate																																								
Name of Business Contact person.....Tel.....																																									

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Kindly fill the table below with Company directors

s/n	Name	Gender	Age	Youth	Women	PWD	AGPO CERT. NO.

FORM OF TENDER

Date _____

Tender No. _____

To.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos. _____ *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. */description of services/* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

1. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
2. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
3. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the ___day of ___20___between.....*[name of procurement entity]* of*[country of Procurement entity]*(hereinafter called “the Procuring entity”) of the one part and*[name of tenderer]* of*[city and country of tenderer]*(hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....*[brief description of materials and spares]* and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of*[contract price in words and figures]*

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring entity's Notification of Award.

In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ (for the Procuring entity)

Signed, sealed, delivered by _____ (for the tenderer) in the

Presence of _____