



KENYA METHODIST UNIVERSITY

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TENDER FOR PROVISION OF SANITARY AND FUMIGATION SERVICES FOR 2025

TENDER NUMBER: KeMU/OT/003/2024

**CLOSING DATE: 15th November, 2024
AT 11.00 AM**

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INVITATION TO TENDER

PROCURING ENTITY	KENYA METHODIST UNIVERSITY
TENDER NAME :	PROVISION OF SANITARY AND FUMIGATION SERVICES FOR 2025
TENDER NO:	KeMU/OT/003/2024

1. KeMU invites sealed tenders for the Provision of Sanitary & Fumigation Services at KeMU Meru, Nairobi & Mombasa Campus for a period of twelve months subject to renewal upon delivery of satisfactory services.
2. Tendering will be conducted under open competitive tendering method and is open to all qualified and interested Tenderers.
3. Tender documents may be viewed and downloaded for free from the KeMU website www.kemu.ac.ke Those who download the tender document and intend to submit a bid are required to register their details at the Procurement Officers Office, 1st Floor so as to be able to facilitate for any further clarifications or addendum/addenda vide supplies@kemu.ac.ke.
4. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
5. Completed tenders must be delivered to the address below on or before **15th November, 2024**, at **11.00am**. Electronic tenders **WILL NOT be** permitted. Tender documents will be deposited in the tender box situated at the entrance of the Procurement office Administration block Building, Meru. Tenders that do not fit in the tender box shall be deposited at the Procurement office, first floor KeMU Main Campus Meru.

6. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

Deposit in the Tender Box at:

A. Address for obtaining further information :

Kenya Methodist University,
Meru-Maua Road,
P.O BOX 267-60200
Meru, Kenya.
E-Mail Address:
supplies.kemu.ac.ke

B. Address for Submission of Tenders.

The Vice Chancellor
Kenya Methodist University
P.O BOX 267-60200 Meru, Kenya

SECTION I -INSTRUCTIONS TO TENDERERS

A. GENERAL

2 Scope of Tender

1.1 This tendering document is for the delivery of Non-Consulting Services,

3 Throughout this Tendering Document:

2.1 The terms:

- a) The term “in writing” means communicated in written form (e.g., by mail, e- mail, fax, including if specified, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
- b) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided

4 Fraud and Corruption

4.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

4.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

4.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific

assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate make available to all the firms together with this tender document all Information that would in that respect give such firm any unfair competitive advantage over competing firms.

4.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender.

5 Eligible Tenderers

5.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire contract in accordance with the contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender.

5.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.

5.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer

- b) Receives or has received any direct or indirect subsidy from another Tenderer
- c) has the same legal representative as another Tenderer
- d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
- e) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation.

- f) has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency.

5.4A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5.5A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

6 Qualification of the Tenderer

6.1 All Tenderers shall provide Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

6.2 In the event that pre-qualification of Tenderers has been undertaken the provisions on qualifications Evaluation and Qualification Criteria shall not apply.

B. CONTENTS OF TENDERING DOCUMENT

7 Sections of Tendering Document

7.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below.

PART 1: Tendering Procedures

- i. Section I - Instructions to Tenderers (ITT)
- ii. Section II - Tender Data Sheet (TDS)
- iii. Section III - Evaluation and Qualification Criteria
- iv. Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

- v. Section V-Procuring Entity's Requirements

PART 3: Contract

- vi. Section VI - General Conditions of Contract (GCC)
- vii. Section VII - Special Conditions of Contract (SCC)
- viii. Section VIII - Contract Forms

7.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

7.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document

8 Clarification of Tender Documents

8.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's email. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents including a description of the inquiry but without identifying its source. The Procuring Entity shall also promptly publish its response at the webpage .Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately.

9 Amendment of Tender Documents

9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity website shall also promptly publish the addendum on the Procuring Entity's website.

C. PREPARATION OF TENDERS

10 Documents Comprising the Tender

The Tender shall comprise the following:

- a. **Form of Tender**
- b. **Price Schedule**
- c. **Tender Security or Tender Securing Declaration**
- d. **Authorization**
- e. **Qualifications**
- f. **Tenderers Eligibility**
- g. **Conformity**

The Tenderer shall chronologically serialize pages of all tender documents submitted.

11 Form of Tender and Activity Schedule

11.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided. All blank spaces shall be filled in with the information requested

12 Currencies of Tender and Payment

12.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

13 Documents Establishing Conformity of Services

13.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified.

13.2 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

14 Period of Validity of Tenders

14.1 Tenders shall remain valid for 180 days. The Tender Validity period starts from the date fixed for the Tender submission deadline date.

15 Format and Signing of Tender

15.1 The Tenderer shall prepare one original and one copy of the tender documents as described.

15.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer.

D. SUBMISSION AND OPENING OF TENDERS

16 Sealing and Marking of Tenders

16.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single

envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender
- b. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

16.2 If an envelope or package or container is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

17 Deadline for Submission of Tenders

17.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified.

17.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

18 Late Tenders

18.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned un opened to the Tenderer.

19 Tender Opening

19.1 The Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place in the presence of Tenderers' designated representatives and anyone who choose to attend.

E. EVALUATION AND COMPARISON OF TENDERS

20 Confidentiality

20.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not

officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderer.

20.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract Award decisions may result in the rejection of its Tender

20.3 From the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

21 Clarification of Tenders

21.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders.

22 Deviations, Reservations, and Omissions

23 During the evaluation of Tenders, the following definitions apply:

- a. "Deviation" is a departure from the requirements specified in the tendering document;
- b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c. "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

24 Determination of Responsiveness

24.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself

24.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission.

25 Arithmetical Errors

25.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity

25.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a. Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b. Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail

25.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

26 Evaluation of Tenders

26.1 The Procuring Entity shall use the criteria and methodologies listed in the Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a. Substantially responsive to the tendering document and
- b. The lowest evaluated cost

27 Abnormally Low Tenders and Abnormally High Tenders Abnormally Low Tenders

27.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price

27.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

27.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

27.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised

27.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price.

28 Qualification of the Tenderer

28.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria

F. AWARD OF CONTRACT

29 Award Criteria

29.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

30 Notice of Intention to enter in to a Contract

30.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Entering to a Contract /Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a. The name and address of the Tenderer submitting the successful tender
- b. The Contract price of the successful tender
- c. A statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d. The expiry date of the Stand still Period; and
- e. Instructions on how to request a debriefing and/or submit a complaint during the stand still period;

31 Stand still Period

31.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

31.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has Transmitted to each Tenderer the Notification of Intention to enter in to a Contract with the successful Tenderer.

32 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

33 Signing of Contract

33.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

33.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity

33.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

34 Performance Security

Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security for that purpose the Performance Security Form, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The Tender reference number (ITT) is: KeMU/OT/003/2024 The Procuring Entity is: Kenya Methodist University The name of the ITT is: Provision of Sanitary and Fumigation Services for 2025
ITT 2.2	The Intended Completion Date is one year after signing the contract subject to satisfactory services rendered.
	B. Contents of Tendering Document
ITT 3.1	(a) A pre-arranged pretender visit of the site of the works visit <u>will not be held</u>
ITT 3.2	The questions in writing, to reach the Procuring Entity not later than 7 days before closing of the tenders
	C. Preparation of Tenders
ITT 4.1	Alternative Tenders <i>shall not be</i> considered.
ITT 4.2	Alternative times for completion <i>shall not be</i> permitted.
ITT 4.3	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITT 4.4	The Tender validity period shall be 180 days from the date of closing the tender.
ITT 4.5	The Contract price shall NOT be adjusted.
ITT 4.6	In addition to the original of the Tender, the number of copies is: One (1)Original & One(1) copy
	D. Submission and Opening of Tenders
ITT 5.1	For tender submission purposes only, the address to be used shall as follows;

	The Vice Chancellor Kenya Methodist University P O Box 267-60200, Meru.
ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 5.2	The deadline for Tender submission is: Date: 15th November, 2024 Time: 11.00AM Tenderers <i>shall not</i> have the option of submitting their Tenders electronically. Late tenders will be rejected.
ITT 5.3	The Tender opening shall take place at: Small Board room, Administration Block Building 1 st Floor Kenya Methodist University P O Box 267-60200, MERU, Kenya Date: 15th November, 2024 Time: 11.00AM
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by the three representatives of the Procuring Entity conducting Tender opening. Each Tender shall be initialed by all representatives and shall be numbered; any modification to the unit or total price shall be initialed by the Representative of the Procuring Entity.

Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

MANDATORY REQUIREMENTS

No.	Subject	Criteria	Mandatory Requirements	Pass/Fail
1.	Legal capacity	To determine capacity to enter contract.	-Must submit a Copy of Certificate of incorporation/ Registration - Valid NSSF compliance Certificate - Valid NHIF compliance certificate	
2.	Ownership Structure	Confirmation of details of directors and shareholders	Must submit CR12 issued within 12 months to tender opening date	
Partnership companies to provide ID copies of directors				
Must submit a Duly filled, signed and stamped Tender Information Form.				
Must submit a Duly filled, signed and stamped Tender's eligibility confidential business questionnaire Form				
3.	Tax Compliance	Proof the bidder has fulfilled tax Obligations.	Must submit a Copy of a valid tax compliance certificate	
4.	Business Permit	Proof of bidder business existence	Must submit current and valid single Business permit from the county government	

5.	Price Validity	The Form of Tender with the quoted prices confirming validity of 180 days from the Tender closing date.	Must submit a Duly filled, signed and stamped Form of Tender.	
6.	NEMA License	Proof the bidder has fulfilled NEMA Obligations.	A copy of Licenses by NEMA on transport and disposal of waste	
7.	Incineration Facility		Attach evidence of access to incineration facilities	
8.	Work Man Injury Benefit Assurance (WIBA)		Must Provide a copy of a valid Work Man Injury Benefit Assurance (WIBA) and an Indemnity against all other risks / Provide a valid copy of the policy certified by the Issuing Insurance company	

9.	Ethical and legal history	Proof that the bidder has not been convicted of corruption or fraudulent practices	Must submit a Duly filled, signed and stamped Confidential Business Questionnaire form	
			Must submit a Duly filled, signed and stamped Litigation History Form	
			Must submit a Duly filled, signed and stamped Self declaration that the firm is not debarred in matter of the Public Procurement and Asset Disposal act, 2015 Form. (Must be signed and stamped by Commission of Oaths)	
			Must submit a Duly filled, signed and stamped Non – Debarment form	
			Must submit a Duly filled, signed and stamped certificate of independent tender determination Form.	
			Documentation Demonstrating Company complies with the Government of Kenya Minimum Wage Guidelines & a Signed Declaration/Commitment by the Firm shall comply with the minimum wage regulations.	
10.	Tender Format	The documentation of bids submitted by the bidders Pagination/serialization	Submission of one original and one copy of tender documents. Tender document MUST be sequentially paginated/serialized on each page including all attachments	

11.	Tender Security	Tender-Securing Declaration form	Submission of duly filled, sign and stamped Tender securing declaration form	
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NB: Bidders must meet all the Mandatory requirements to qualify for Technical Evaluation

- A. The intended **contract period** is twelve (12) months for 2025 renewable after satisfactory services for the year.
- B. Attach Documentary Evidence where it is asked and must be clearly labeled. KeMU SHALL confirm the authenticity of all documents submitted by Bidders from the issuing entities. Any attempt by bidders to mispresent themselves by submitting documents that are not genuine will be disqualified.

TECHNICAL EVALUATION

S/No	Parameters	Maximum Score (marks)
1.	Provide three (3) copies of service contracts for provision of sanitary & fumigation services (Copy of contracts) from three clients served in the last three years (2021,2022,2023) (5mks for each signed contract, max 15mks)	15mks
2.	Provide current and valid recommendation letters from the three clients named above. The three recommendation letters must include; <ol style="list-style-type: none"> a) The client's company letterhead. b) Email and telephone contacts of the client. c) Contact person from the client's organization (5mks for each complete evidence, max 15mks)	15mks
3.	Provide evidence of operational motor vehicle designated for transporting sanitary waste. Attach proof/evidence of ownership or copy of valid lease agreement (5mks)	5mks
4.	Safety Requirements - Provide copy of signed company's Environmental Health and Safety policy (5mks)	5mks
5.	List Three (3) members of staff with Minimum of Diploma in relevant Public Health/Environmental related courses; <ul style="list-style-type: none"> • Names of the three staff members (3mks) • Signed CVs for the three staff members (2mks for each member, max 6mks) • State experience of each staff member (2mks for each member, max 6mks) • Attach academic/professional certificates for the three staff members (5mks for each staff member, max 15mks) 	30mks

6.	Provide a signed and stamped written commitment letter on the firm's letterhead that one (1) management personnel (Public Health or Environment Maintenance) and technical personnel will be available for the contract – 5mks	5mks
7.	Number of years in the business as evidenced in business registration/certificate of incorporation. Provide copy of business registration/certificate of Incorporation : Above 5 years – 10mks ; 3– 5 years – 5mks Below 3 years – 2mks	10mks
8.	Attach Certified Bank Statement for one year (November 01, 2023 to 31 st October, 2024)	5mks
9.	Provide comprehensive list of all PPE's necessary for the job and corresponding issuance and re-issuance costs to show frequency of issuance – 5mks	5mks
10.	Provide evidence of tracking of movement of waste records from point of collection to the approved disposal site – 5mks	5mks
11.	Total	100mks

NB:

1. ALL documents provided as copies **MUST** be certified as true copies of the original by an advocate of the high court / commissioner for oaths. Copies of documents that are not certified will lead to automatic disqualification.
2. Bidders shall be required to obtain a minimum of Eighty (80) Marks at the Technical Evaluation Stage to proceed to next Financial Evaluation stage. Bidders who score below 80 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

FINANCIAL EVALUATION

Only bidders who score 80 points and above at the technical evaluation stage will be subjected to financial evaluation.

Stage 1: Financials

- 1) This will include the following: -
 - a) Confirmation of and considering price schedules duly completed and signed.
 - b) Conducting a financial comparison for the firms that passed technical evaluation
- 2) Tenders shall also be checked for errors and inconsistencies.

Stage 2: Due diligence

Kenya Methodist University shall carry out due diligence on the successful bidder prior to tender award.

Any bidder who shall be found to have supplied false or misleading information shall be disqualified and the next lowest evaluated responsive bidder shall be considered.

SECTION IV – TENDERING FORMS

FORM OF TENDER

TO: The Vice Chancellor,
Kenya Methodist University
P.O Box 267-60200
MERU

Date

TenderNo: KeMU/OT /003/2024

Gentlemen and/or Ladies

1. Having examined the tender documents including Addenda No.....(Insert number). The receipt of which is hereby duly acknowledged, we the undersigned, offer to provide medical insurance services in conformity with the tender documents at a total annual sum of Kshs.

(Total tender amount in words and figures, Quotation to include all charges and taxes and be in Kenya shillings)

Or such other sum as may be ascertained with the schedule of prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide medical insurance services in accordance with the delivery schedule specified in the schedule of requirements.
3. We agree to abide by this Tender for a period of 180 days from the date fixed for tender opening as per the instructions to bidders, 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20

(Signature)

(In the capacity of)

Duly authorized to sign tender for and on behalf of

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part I and either Part 2

(a), 2

(b) or 2

(c) Whichever applies to your type of business.

You are advised that it is a serious offense to give false information on this form

Part 1- General:

Business Name.....

Plot No.....

Location of Business Premises.....

Street/Road.....

Email address.....

Postal Address.....

Tel No.....

Nature of Business.....

Current Trade license.....

Expiring.....

Maximum Value of Business which you can Handle at Any Given Time:

Ksh.....

Name of Your Bankers.....Branch.....

Part 2 (a) Sole Proprietor

Your Name in Full.....

Nationality.....

Country of Origin.....

Citizenship Details.....

Part 2 (b) Partnership

Given Details of partners as follows:

Name	Nationality	Citizenship Details
Shares		
.....		
.....		
.....		
.....		
.....		
.....		
.....		

Part 2 (c) Registered Company

i. Private or public Company
.....

ii. State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

iii. Give details of Directors as follows.

Names of Director	Nationality	Citizenship	% Shares owned

LITIGATION HISTORY

Name of Contract Supplier.....

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last one year or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT CURRENT VALUE, KSHS. (EQUIVALENT)

ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company)_____declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name

Signature

Date

Company Seal/ Business Stamp

NON - DEBARMENT DECLARATION

We (insert the name of the company)_____declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name

Signature_

Date_

Company Seal/ Business Stamp

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____

_____ *[Name of Procuring Entity]*

for: _____

(Name and number of tender)

in response to the request for tenders made by:

[Name of Tenderer]

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of

_____ *[Name of Tenderer]*

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a. Has been requested to submit a Tender in response to this request for tenders;
 - b. could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a. The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b. the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a tender; or
 - d. the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name

Title &

Date

[Name, title and signature of authorized agent

SECTION V– DESCRIPTION OF SERVICES

SPECIFICATIONS FOR REQUIRED SANITARY AND FUMIGATION SERVICES

WORK PRICE SCHEDULES AND SPECIFICATIONS

All prices are inclusive of VAT and all taxes:

The tender is for the calendar year namely, 2025 & 2026, subject to satisfactory performance and thus prices quoted should have this factored in.

C. SANITARY BINS – LOTS 1

(Supply and servicing of sanitary bins in all the female washrooms)

	SPECIFICATIONS (Location)	SERVICE DELIVERY	QTY	UNIT COST (INCL. VAT) (Kshs)	Total Cost (Kshs)
1.	Main Campus	Twice a Month	85		
2.	KeMU Tvet Institute-Town Campus	Twice a Month	6		
3.	KeMU Towers	Twice a Month	42		
4.	KeMU Hub	Twice a Month	9		
5.	Mombasa	Twice a Month	12		

D. FUMIGATION LOT 2

NO:	DESCRIPTION	NO. OF ROOMS	UNIT PRICE (KSHS) INC VAT	TOTAL PRICE (KSHS) INC VAT
1.	New Men Hostel	50		
2.	New Ladies Hostel	50		
3.	Maria Hostel	33		
4.	Kaaga Hostel	13		
5.	Greenland	21		
6.	Cafeteria/Kitchen area	14		
7.	KeMU Tvet Institute-Town Campus	2		
8.	KeMU Towers	24		
9.	KeMU Hub	2		
10.	Mombasa Campus	2		

