



THE CO-OPERATIVE UNIVERISTY OF KENYA (CUK)

CO-OPERATIVE UNVERSITY OF KENYA

P.O BOX 24814-00502

NAIROBI

**TENDER DOCUMENT FOR PROCUREMENT OF GROUND
MAINTENANCE SERVICES**

TENDER No: CUK/02/GM/2018-2020

Website: www.cuk.ac.ke

Date Issued: 28th AUGUST 2018

CLOSING DATE: 7th SEPTEMBER 2018 AT 10.00 A.M

Issued by the Public Procurement Oversight Authority in January, 2007

SECTION I: INVITATION TO TENDER

DATE: 8TH AUGUST 2018

TENDER REF NO :(CUK/02/GM/02/2018-2020)

TENDER NAME: TENDER FOR PROCUREMENT OF GROUND MAINTENANCE SERVICES.

The Cooperative University of Kenya (CUK) invites sealed bids from Eligible and Competent Tenderers for Provision of Grounds & Maintenance for the Period 2018/2020

Interested eligible candidates may obtain further information from and inspect the Tender Documents at Cooperative University of Kenya, Karen Campus Procurement Office during normal working hours or downloaded at Cooperative University of Kenya website www.cuk.ac.ke free of charge.

Prices quoted for **tenders** should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the particular tender.

Completed tender documents are to be enclosed in plain sealed envelopes, Marked with **“TENDER DOCUMENT FOR PROCUREMENT OF GROUND MAINTENANCE SERVICES”** the tender number and should be addressed to:

**The Vice Chancellor,
Cooperative University of Kenya,
P.O Box 24814 - 00502
NAIROBI**

Or placed in the Tender Box located at the Administration Block A entrance. The documents should be in plain sealed envelopes indicating the Tender Number, without identifying the sender so as to reach the University not later 7th September 2018 Bids will be opened immediately thereafter in the Vice Chancellors Boardroom in the presence of bidders/their representatives.

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2



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SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.		Page
2.1	Eligible Tenderers	4
2.2	Cost of tendering	4
2.3	Contents of tender documents	4
2.4	Clarification of Tender documents	5
2.5	Amendment of tender documents	5
2.6	Language of tenders	6
2.7	Documents comprising the tender	6
2.8	Form of tender	6
2.9	Tender prices	6
2.10	Tender currencies	7
2.11	Tenderers eligibility and qualifications	7
2.12	Tender security	7
2.13	Validity of tenders	8
2.14	Format and signing of tenders	8
2.15	Sealing and marking of tenders	8
2.16	Deadline for submission of tenders	9
2.17	Modification and withdrawal of tenders	9
2.18	Opening of tenders	10
2.19	Clarification of tenders	11
2.20	Preliminary Examination	10
2.21	Conversion to other currencies	11
2.22	Evaluation and comparison of tenders	11
2.23	Contacting CUK procuring entity	13
2.24	Post-qualification	14
2.25	Award criteria	15
2.26	CUK right to vary quantities	15
2.27	CUK right to accept or reject any or all tenders	15
2.28	Notification of award	15
2.29	Signing of Contract	15
2.30	Performance security	15
2.31	Corrupt or fraudulent practices	16

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3



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SECTION II INSTRUCTIONS TO TENDERERS

2.1 *Eligible tenderers*

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide Ground Maintenance Services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. CUK employees, Committee members, Council members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by CUK to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 *Cost of tendering*

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Kshs.2,000/= **The tender document can be downloaded at Cooperative University of Kenya website www.cuk.ac.ke free of charge.**
- 2.2.3 CUK shall allow the tenderer to review the tender document free of charge before purchase.

2.3 *Contents of tender documents*

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract

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4



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- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

2.4 Clarification of Documents

- 2.2.1. A prospective candidate making inquiries of the tender document may notify CUK in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. CUK will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.2.2. CUK 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.

2.5 Amendment of Tender documents

- 2.5.1 At any time prior to the deadline for submission of tenders, CUK, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.



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

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6



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2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender.

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire.

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.



- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 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.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to CUK's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security (Vide 2.12.2)

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be a **tender securing declaration form (Mandatory)**

The tender security is required to protect CUK against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.2 and 2.12.3 will be rejected by CUK as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's 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 CUK.



2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 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 30
or
(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **150 days** or as specified in the invitation to tender after date of tender opening prescribed by CUK, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by CUK as nonresponsive.

2.13.2 In exceptional circumstances, CUK may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer 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.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The bidder is advised to paginate or serialize all pages of the tender and be initiated by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

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9



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2.15.1 **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.**

The inner and outer envelopes shall:

(a) be addressed to CUK at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE 7th September 2018.**

2.15.2 **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". —**

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by CUK at the address specified under paragraph 2.15.2 no later than **7th September 2018.**

2.16.2 CUK may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of CUK and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by CUK as provided for in the appendix.

2.17 Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by CUK prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.



- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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
- 2.17.4.1 CUK may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.4.2 CUK 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.

2.18 Opening of Tenders

- 2.18.1 CUK open all **Tender Bids** in the presence of tenderers' representatives who choose to attend on **7th September 2018** in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as CUK, at its discretion, may consider appropriate, will be announced at the opening.
- 3 2.18.3. CUK will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders CUK 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 shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in CUK's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.



2.20 Preliminary Examination and Responsiveness

- 2.20.1 CUK will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 CUK 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, CUK 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. CUK's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by CUK and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

- 2.22.1 CUK will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20



The following evaluation methods will be applied: i.e.

- 1) Technical Evaluation.**
- 2) Financial evaluation.**

2.22.2 CUK's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

2.22.3 Pursuant to paragraph 2.22 the following technical evaluation methods will be applied:

Financial evaluation criteria shall be applied:

FINANCIAL EVALUATION CRITERIA

Tenderers shall state their tender bid as detailed on a schedule outlined in section V – schedule of requirements and the price schedule. Tenders will be evaluated on the basis of this base price.

Tenders shall be ranked according to their evaluated price and the successful tender shall be the tender with the lowest evaluated price per item from the bidders who qualify at the technical stage.

It is worthy to note that the comparison shall be of the price including all costs as well as duties and taxes payable in the provision of the services.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

- xiv) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- xv) Legal capacity to enter into a contract for procurement



- xvi) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- xvii) Shall not be debarred from participating in public procurement.

2.23 Contacting the Procuring entity

- 2.23.5 Subject to paragraph 2.21 no tenderer shall contact the CUK on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.6 Any effort by a tenderer to influence CUK in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.24 Post-qualification

- 2.24.1 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.
- 2.24.2 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.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 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.

2.26 CUK'S entity's Right to Vary quantities

2.26.1 CUK 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

2.27 CUK'S Right to accept or Reject any or all Tenders

2.27.1 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, CUK 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 CUK 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

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15



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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 CUK.

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 CUK 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 any thing 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.



APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Particulars of eligible tender: firms offering grounds and Maintenance Services
2.14.1	Price to be charged for tender documents: Kshs.2000.00 in banker's cheque only, payable to commission on Revenue Allocation or download the tender document from CUK website: <i>www.cuk.ac.ke</i>
2.18.1	7th September 2018, 2.00 pm
	Tenderers Eligibility and Qualifications - Reserved Group (Women, Youth and Persons with Disability Only): Document of evidence required Please see Mandatory Requirements below
2.29.1	Validity of Tenders: 120 days
2.29.1	Number of copies Two (2) clearly / marked "ORIGINAL TENDER" - and "COPY," Financial to be sealed separately marked "DO NOT OPEN WITH THE TENDER DOCUMENT"



2.19 Evaluation and Comparison of tenderer .The following evaluation Criteria shall be applied not withstanding any other requirements in the tender documents.			
Instructions to tenderers	a) Mandatory requirements (MR) .The following requirements must be met by the tenderer .Responsive bidder (s) shall be the tenderers that score YES in all the requirements and will be subjected to the technical evaluation.		
	No	Requirements	YES/ NO
	MR ₁	Submit two (2) bid documents (Original & copy) as per instructions.	
	MR ₂	Tender validity period 120days after opening the tender. Must indicate or a statement indicating the same	
	MR ₃	Submit a copy of certificate of registration /Incorporation from Registrar	
	MR ₄	Submit a dully filled up confidential Business Questionnaire in the format provided.	
	MR ₅	Have the bid document serialized or paginated including all attachments	
	MR ₆	Attach valid AGPO (Access to Government procurement Opportunities) certificate from the National Treasury. National Council for Persons with disabilities Certificate (where applicable)	
	MR ₇	Provide proof of physical location and contacts(telephone ,Email address and physical Location)	
	MR ₈	Attach valid Tax Compliance Certificate	
	MR ₉	Duly filled Tender securing declaration form	
	MR ₁₀	Submit a valid copy of NHIF compliance Certificate or evidence of remittance of employees NHIF contribution in the past Three years	
	MR ₁₁	CR 12 for limited companies or partnership deed for partnership business Where applicable	
	MR ₁₂	Business Permit /License No	
	MR ₁₂	NSSF certificate	



Instructions to tenderers	Particulars of appendix to instructions to tenders		
At this stage only bids that were responsive at the mandatory stage will be evaluated to determine if they are technically responsive or non-responsive.			
<p align="center">b) Technical Scores (TS) This section Technical Evaluation will be marked out of 100 and will determine if they are technically responsive or non-responsive.</p>			
No.	Evaluation Attribute	Weighting scores	Max.Score
TS ₁	Experience of the firm shown by the number of years in the provision grounds and maintenance services NB.Based on Client Reference	1 point for every year of experience	10
TS ₂	Provision of Ground and maintenance Services from five (5) references. Please note that CUK will undertake independent confirmation's on references (To score full marks the recommendation letter must be in the organization letter head and must contain the following information. <ul style="list-style-type: none"> • Name of the contact person • Designation of the contact person • Telephone number/s of organization • Email address • Physical Location 		
TS ₃	Professional qualifications and experience of the principal officer /managing Director /Chief Executive officer (Attach CVs and copies of certificates)	Relevant Degree <ul style="list-style-type: none"> • Master's Degree with certification in the relevant field 10mks • First Degree with certification in the relevant field-4mks • Higher Diploma and below-2mks 	
Professional qualifications and		Relevant experience	

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	experience of three other technical personnel (Attach CVs and copies of certificates)	<ul style="list-style-type: none"> • 7 Years and Above - 10mks • Below 7 years' experience - 4 mks 	
	Total Score		100
	Only bidders who score 80% and above will be subjected to financial evaluation.		
2.20	Post qualification (Due Diligence)before notification of award : CUK will determine to its satisfaction whether the tenders selected as having submitted to the lowest evaluated responsive tender are qualified to perform the contract satisfactorily.		
Instructions to tenderers	Particulars of appendix to instructions to tenderers		
2.21	Award Criteria: The lowest evaluated and responsive bidders will be invited for negotiations and subsequent award for the contract		



SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between CUK 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 CUK under the Contract.
- d) "The Procuring entity" means the Cooperative University of Keya (CUK) 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 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent

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

Right's

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21



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3.6 **Performance** **Security**

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to CUK the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to CUK as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to CUK and shall be in the form of :

a) A bank guarantee.

3.6.4 The performance security will be discharged by CUK and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 **Inspections and Tests**

3.7.1 CUK or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to CUK.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, CUK may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to CUK.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 **Payment**



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

3.9 **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 CUK'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.

3.10 **Assignment**

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

3.10 **Termination for Default**

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

In the event CUK 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 CUK for any excess costs for such similar services.

3.12 **Termination of insolvency**

CUK 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 CUK



3.13 Termination for convenience

- 3.13.1 CUK 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 CUK convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 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.

3.14 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.

3.15 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.

3.16 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.

3.17 Applicable Law.

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



3.18 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.

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25



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SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.



SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

1. Rates

The prices stated by the Tenderer in the schedule of areas and Rate/price of these documents shall be for the cost of services inclusive of all taxes and provided at CUK 's designated places and shall remain unaltered during the term of the contract.



2. Service Provision

Services are to be provided on daily basis including weekends and public holidays or as otherwise specified, and shall be to the CUK designated areas.

3. Cleaning materials & samples

All the cleaning products to be used must be approved by the University. The Tender Committee reserves the right to call for samples of the cleaning materials or for a demonstration of the services, which could then form part of the specification for the contract.

4. Staff Uniform and Protective Clothing

Contractor shall provide his staff with basic uniform having the company name. They must be provided with protective clothing, footwear e.g. boots, overalls, hand gloves etc. The clothing must be kept clean and worn at all times while on duty. The staff:

- ◆ Must have certificate of good conduct.
- ◆ Be dressed in company uniform at all times.
- ◆ Must be adequate to provide quality service and avoid any interruption of business.

5. Payment

At the end of every month, the supplier shall submit invoices addressed to the **Vice Chancellor, Cooperative University of Kenya, and P.O. Box 24814-00502, Nairobi.**

6. Statutory Regulations

The Contractor will be expected to comply fully with the statutory regulations regarding wages, safe working conditions, and injuries while on duty, illnesses, holidays, working hours etc.

7. Insurance

The Contractor shall insure its personnel engaged in the performance of this agreement against injury sustained by them in the cause of their duties and against liabilities arising from CUK's claims for loss, damage or injury.

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28



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8. Site Viewing

The tenderer, at his own responsibility and risk, **MUST** visit and examine the site and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for the services before filling in the tender document. The site visit shall take place on **29th August 2018**. The visit is **MANDATORY** to all bidders.

9. Liability

No liability will be admitted nor claim allowed for errors in the tender owing to mistakes in these documents, which should have been rectified in the manner described above.

10. Break Clause

Should the contractor at any time during the period of the contract fail to provide services in accordance with the conditions and specifications as set out, then the University reserves the right to demand that such services be repeated/replaced and/or terminate the contract forthwith as per the contract document.

11. Site Meetings

A contract management meeting shall be held regularly and attended by the University's representative and the Contractor. Its business shall be to review the performance of the Work. The University's Representative shall record the business of the management meetings and provide copies of the record to those attending the meeting and the University. The responsibility of the parties for actions to be taken shall be decided by the University's representative either at the management meeting or after the management meeting and stated in writing to all who attend. CUK communication between the parties shall be effective only when in writing.

12. Standard of Service

The Cleaning Services Company shall provide services of expected standards in the performance of this Agreement and poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of the University.

Frequent inexcusable delays by the Cleaning Services Company in the performance of its obligations shall give rise to sanctions and imposition of liquidated damages by the University.

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29



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If at any time during the performance of this Agreement, the Cleaning Services Company encounters conditions affecting timely provision of services, the Company shall immediately and without delay notify the University in writing of the condition, its cause, duration and possible solution thereto as soon as practicable. The University shall then evaluate the condition and may at its discretion waive the Company's obligations without the risk of sanctions, impositions or damages and or summary termination of this Agreement without notice.

13. Performance Bond (PB)

The Cleaning Services Company shall furnish the with PB on the date of executing this Agreement that will remain valid for 30 days beyond the duration of this agreement or any termination thereof and whose value shall be equivalent to 7% of the Contract Value

The proceeds of the PB shall be payable to the University as compensation for any loss or damage resulting from failure by the cleaning Services Company to fulfill its obligations hereunder. A reputable Bank carrying out business within Kenya and acceptable to the University shall in the form of an On-Demand-Bank Guarantee issue the PB.

The PB will be discharged by the University and returned to the Cleaning Services company not later than 120 days following the expiry of the this Agreement or earlier termination.

14. Probation Period

The cleaning Services Company shall provide the services to the University on a probationary basis during the first three months of this Agreement and thereafter subject to proper performance and evaluation thereof and the agreement may be confirmed in writing at the discretion of the University.

15. contract administration

The Contractor shall always Endeavour to carry out the contract as detailed in this Tender document. In order to minimize disputes especially those that emanate from failure to follow specifications, both the Contractor's and the University's supervisors must visit daily all the areas under this contract and sign in a diary for future reference and both supervisors shall sign the log to signify that they are party to the comments entered therein. In case any party does not agree with the comments put in the log by the other party, then he/she is at liberty to write his opinion and sign it.



16. Supervisory Staff

The Contractor shall provide a qualified Supervisor or Manager to be responsible for deploying the Contractor's Personnel on site and in handling day-to-day administrative matters and be identified as the contact person between the Contractor and the Employer's Supervisor.

All personnel will be subject to effective supervisory arrangements and procedures and the Contractor's supervisor shall make daily visits to inspect the performance of the personnel.

17. Equipment and Materials

The Contractor is to provide all the materials, tools, equipment and labor necessary to carry out the services detailed in this contract. The electricity required to drive any power equipment and wholly utilized for works on this contract and drawn from available socket outlets will however be provided free by the University. Any other fuel to power such equipment as lawnmowers will be provided by the Contractor.

18. Garbage Collection

All garbage within the University Compound must be collected, segregated and disposed within the NEMA accepted standards and as per the requirement of applicable public law leaving all areas clean.

The University will provide a dumping ground where some rubbish may be burned.

19. Cleanliness

The University expects the service provider to keep the premises contracted for in clean, kempt and to the expected standards as set out in the specifications.

20. Indemnity

The Cleaning Services Company shall indemnify and keep indemnified CUK, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Cleaning Services Company, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its workers whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by CUK, its servants or



agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Cleaning Services Company, its servants or agents.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes
3.17	Specify applicable law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary



TENDER NO. -CUK/CG/1/2018/2019: SCHEDULE OF REQUIREMENTS

TENDER SPECIFICATIONS FOR PROVISION OF GROUND MAINTENANCE SERVICES AT THE COOPERATIVE UNIVERSITY OF KENYA.

Areas to be covered as follows

Lawns

- Zone A:** From main gate on the right hand side (through the main water tanks including the frontage gardens and parking area) and left side from the security office to School of Business and Economics (SBE).
- Zone B:** Flowers and gardens within the administration blocks A & B, tuition blocks, CRCC, Dispensary and hostels 1 to 6 and hostels next to ATC offices.
- Zone C:** Sports fields, Pretoria gardens next to student's canteen, and the adjacent area around the septic tank.
- Zone D:** From Kampala hostels down to Accra hostels, prefabs classrooms area including areas behind Accra hostels.
- Zone E:** From the main kitchen down to post graduate office and California staff quarters including tree gardens bordering Coop bank behind DCeL offices down to the main road.
- Zone F:** The live fence along the perimeter.
- Zone G:** Sports field – After Construction
- Zone H:** Garbage Collection

The following are contained in the above areas.

- 1) Flowers, grass, trees
- 2) Drainages

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33



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- 3) Pavements
- 4) Roads and parking
- 5) Grass lawns in between the buildings

DETAILED SPECIFICATIONS – SCOPE AND STANDARD OF THE SERVICES

Car Parks, and Roads

- These areas should be kept free from any litter, i.e. they should be swept daily and kept clean throughout. Parking areas should be swept every day early in the morning before cars occupy the bays. The parking bay should be cleaned with water whenever possible at least once every two weeks preferably during weekends.

Lawns / Compounds

- The compounds pitches, playgrounds areas should be kept clean by sweeping whenever possible. The lawns must be machine mowed.
- Trees should be pruned appropriately
- Fences and hedges should be trimmed
- Pavements and verandahs should be swept daily and thoroughly cleaned at twice a week, paper and other litter should be collected and disposed off immediately. All verandahs should be swept and washed daily and kept dry at all times.
- Clearing silts and maintaining culverts and drainages along the sides of the roads shall be done throughout the year. Further, unblocking and clearing grass and rubbish in the drainage channels on all roads throughout the year
- All litterbins along the roads and on the lawns should be emptied daily and cleaned well.
- The lawns within the campus should be kept short and uniform neat.
- The weeds on the lawns, underneath the bushes and the fence should be uprooted.
- Flowerbeds should be weeded, watered and manure applied and well tendered and no deposits of any nature-whether mowed grass, weeds or dry grass should be left on the lawns.



- Flowers and trees surrounding the buildings and along the roads and walkways should be neatly trimmed.
- Waste materials should be disposed at designated areas within the University.

Main gate, Administration area and Tuition areas

The services in the under-mentioned areas will entail the following

- Weeding
- Trimming flowers
- Watering
- Application of fertilizer or Manure as appropriate
- Spraying
- Grass cutting

The in-house flowers should be watered, sprayed, trimmed and fed with fertilizer appropriately

- The lawns within the campus should be kept short and uniform neat.
- The weeds on the lawns, underneath the bushes and the fence should be uprooted.
- Flowerbeds should be weeded, watered and manure applied and well tendered and no deposits of any nature-whether mowed grass, weeds or dry grass should be left on the lawns.
- Flowers and trees surrounding the buildings and along the roads and walkways should be neatly trimmed.
- Waste materials should be disposed at designated areas within the University.

Garbage Collection

All garbage within the University Compound must be collected, segregated and disposed within the NEMA accepted standards and as per the requirement of applicable public law leaving all areas clean. All garbage to collected at the dumpsite and disposed of at least once per week.



SECTION V -- SCHEDULES OF BIDS TABLE

PART A: LAWNS

1.	AREAS	BIDS PER MONTH Kshs	TOTAL BID IN TWO YEARS Kshs
	Zone A		
	Zone B		
	Zone C		
	Zone D		
	Zone E		
	Zone F		
	Zone G		
	VAT 16%		
	TOTAL FOR PART B Kshs		



SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.



SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. **TENDER SECURING DECLARATION**
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form



FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. 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.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. 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).
4. 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.
5. 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 _____

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PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ___ of ____.

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price	Unit Price of other incidental services payable

Signature _____ of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.



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 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.
2. 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.

3. 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
4. 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.

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41



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

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

in the presence of _____.

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42



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CONFIDENTIAL BUSINESS QUESTIONNAIRE

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. Fax Email.....

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>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p>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> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</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.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>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 border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</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.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

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TENDER SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: Principal
Cooperative University of Kenya
P.O Box 24814 - 00502
NAIROBI

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender

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Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:[insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name:[insert complete name of person signing the Tender Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____ to

.....

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

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THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

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BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We,the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

.....
[name of bank or financial institution]

Issued by the Public Procurement Oversight Authority in January, 2007



[address]

[date]

Issued by the Public Procurement Oversight Authority in January, 2007

48



CUK is ISO 9001: 2015 Certified

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

Issued by the Public Procurement Oversight Authority in January, 2007

49



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