KENYATTA UNIVERSITY


RESTRICTED TENDER FOR PROVISION OF GROUNDS MAINTENANCE AND LANDSCAPING SERVICES AT KENYATTA UNIVERSITY RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITY

CLOSING DATE: MONDAY 16TH DECEMBER, 2019 AT 10:00AM.
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SECTION I: INVITATION FOR TENDERS

TENDER REF. NO: KU/TNDR/S/047/GM&LS/2019-2020

TENDER NAME: TENDER FOR PROVISION OF GROUNDS MAINTENANCE AND LANDSCAPING SERVICES AT KENYATTA UNIVERSITY.

1.1 Kenyatta University invites sealed tenders from eligible firms for Youth, Women and PWDS for Provision of Ground Maintenance and Landscaping Services at Kenyatta University Main Campus.

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

1.3 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (Kenyatta University – Procurement Department Central Administration Block Ground floor) or be addressed to (Kenyatta University P.O. Box 43844 – 00100 GPO Nairobi) so as to be received on or before Monday 16th December 2019 at 10.00 am.

1.4 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at (Kenyatta University - Boardroom).

1.5 Site visit (not mandatory) shall be on Tuesday 10th December, 2019 at 10.00 am.
SECTION II: INSTRUCTION TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 ELIGIBLE TENDERERS

2.1.1. This Invitation to tender is open to eligible firms in Youth, Women and Persons with Disability category as described in the Invitation to tenders. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. Kenyatta University’s employees, committee members, board 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 Kenyatta University 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 Kenyatta University, 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 not exceed Kshs.500/=.

2.2.3. Kenyatta University 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
   iii) Special Conditions of Contract
   iv) Details of service
   v) Schedule of Requirements
   vi) Form of tender
   vii) Price schedules
   viii) Confidential business questionnaire form
   ix) Tender Securing 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

2.4.1. A prospective candidate making inquiries of the tender document may notify Kenyatta University in writing or by post, fax or email at the entity’s address indicated in the Invitation for tenders. Kenyatta University 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 University. Written copies of the University’s 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.”

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

2.5 AMENDMENT OF DOCUMENTS

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

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 Kenyatta University, 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 Kenyatta University 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 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 Kenyatta University’s satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 TENDER SECURITY

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security is required to protect Kenyatta University 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 a bank guarantee.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Kenyatta University 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 Kenyatta University.

2.12.6 The successful tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by Kenyatta University 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 120 days or as specified in the invitation to tender after date of tender opening prescribed by Kenyatta University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the university as nonresponsive.

2.13.2 In exceptional circumstances, Kenyatta University may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 SEALING AND MARKING OF TENDERS

2.15.1 The tenderer shall seal the Technical and Financial submissions of the tender in separate envelopes, duly marking the envelopes as “Technical” and “Financial.” The envelopes shall then be sealed in an outer envelope.
The inner and outer envelopes shall:

(a) be addressed to Kenyatta University 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” Monday 16th September, 2019 at 10:00am.

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”.

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

2.15.4 Only Financial Submissions of Tenderers who attain the pass mark for Technical submission will be opened at a date, time and venue of which they will be notified.

2.16 DEADLINE FOR SUBMISSION OF TENDERS

2.16.1 Tenders must be received by Kenyatta University at the address specified under paragraph 2.15. no later than Monday 16th December 2019 at 10.00.

2.16.2 Kenyatta University 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 the university 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 The Procurement department Central Administration Complex, Ground floor 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 Kenyatta University 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 2.12.7.

2.17.5 Kenyatta University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
2.17.6 Kenyatta University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 OPENING OF TENDERS

2.18.1 Kenyatta University will open all tenders in the presence of tenderers’ representatives who choose to attend, on **Monday 16th December 2019 at 10.00 am** and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Kenyatta University, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Kenyatta University 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 Kenyatta University may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence Kenyatta University in its 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 Kenyatta University 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 Kenyatta University may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, Kenyatta University will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Kenyatta University’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
2.20.5 If a tender is not substantially responsive, it will be rejected by Kenyatta University 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, Kenyatta University 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 Kenyatta University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 Kenyatta University’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;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

Kenyatta University requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than The University’s required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

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

2.22.5 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:-

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement
2.23 CONTACTING KENYATTA UNIVERSITY

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

2.23.2 Any effort by a tenderer to influence Kenyatta University in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 AWARD OF CONTRACT

a) Post qualification

2.24.1 In the absence of pre-qualification, Kenyatta University will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Kenyatta University 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.

b) Award Criteria

2.24.1 Kenyatta University will award the contract to the successful tenderer 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 after a due diligence is conducted to ascertain their capability and capacity.

2.24.2: Kenyatta University reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for The University’s action. If The University determines that none of the tenderers is responsive; University shall notify each tenderer who submitted a tender.

2.24.3: A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
(c) **Kenyatta University’s Right to Vary quantities**

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

(d) **Kenyatta University’s Right to Accept or Reject Any or All Tenders**

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

**2.25 NOTIFICATION OF AWARD**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Kenyatta University. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 31, Kenyatta University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

**2.26 SIGNING OF CONTRACT**

2.26.1 At the same time as Kenyatta University notifies the successful tenderer that its tender has been accepted, The University will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Kenyatta University.

2.26.3 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.

**2.27 PERFORMANCE SECURITY**

2.27.1 Within thirty (30) days of the receipt of notification of award from Kenyatta University, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to The University.

2.27.2 Failure of the successful tenderer to comply with the requirement, Kenyatta University shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The University may make the award to the next lowest evaluated or call for new tenders.
2.28 CORRUPT OR FRAUDULENT PRACTICES

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

2.28.2 Kenyatta University will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
APPENDIX TO INSTRUCTIONS TO TENDERERS

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

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<td>2.12: Tender Security</td>
<td>• Fill the Bid Securing Declaration Form – YWPWD (attached)</td>
</tr>
<tr>
<td>2.15: Sealing and Marking of tenders</td>
<td>2.15.1 The tenderer shall seal the Technical and Financial submissions of the tender in separate envelopes, duly marking the envelopes as “Technical” and “Financial.” The envelopes shall then be sealed in an outer envelope. 2.15.4 Only Financial Submissions of Tenderers who attain the pass mark for Technical submission will be opened at a date, time and venue of which they will be notified.</td>
</tr>
<tr>
<td>2.16.4: Format and Signing of Tender</td>
<td>All Required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked</td>
</tr>
<tr>
<td>2.18.1 closing of tenders</td>
<td>Monday 16th December 2019 at 10.00am</td>
</tr>
<tr>
<td>2.22: Evaluation and Comparison of Tenders</td>
<td>See below page 16</td>
</tr>
</tbody>
</table>

NOTE:

- **Site visit (not mandatory) shall be on Tuesday 10th December, 2019 at 10.00 am.**
  - Participants will assemble at Procurement Department reception by 10.00am as per the dates indicated above.

- **Award will be to the two lowest evaluated bidders.**
  - Bidder are allowed to bid for tender for cleaning services but no bidder will be awarded both tenders
  - For any bidder winning both tenders, only the tender with the highest amount will be awarded. The other tender will be awarded to the second evaluated.
EVALUATION CRITERIA – FOR SPECIAL GROUP:- YOUTH, WOMEN AND PERSONS WITH DISABILITY ONLY

A. MANDATORY REQUIREMENTS

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Certificate of Incorporation/Business Registration (Attach copy)</td>
</tr>
<tr>
<td>A2</td>
<td>Attach Valid Certificate of registration for Youth, Women and PWDS owned enterprises issued by the national treasury.</td>
</tr>
<tr>
<td>A3</td>
<td>Valid Copy of Business Permit.</td>
</tr>
<tr>
<td>A4</td>
<td>Bid securing declaration form (complete the attached form)</td>
</tr>
<tr>
<td>A5</td>
<td>Valid Copy of Tax Compliance Certificate/ Tax exception certificate</td>
</tr>
<tr>
<td>A6</td>
<td>Complete the attached Oaths and Statutory Declaration Form.</td>
</tr>
<tr>
<td>A7</td>
<td>Complete the attached mandatory business questionnaire</td>
</tr>
<tr>
<td>A8</td>
<td>Submit two bid documents clearly marked “Original” and “Copy”</td>
</tr>
</tbody>
</table>

GENERAL REQUIREMENTS

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Bidders must demonstrate having performed works of similar nature and magnitude for the last two (2) years (attach relevant evidence- Contracts and their corresponding invoices, Lpos and their corresponding Invoices, delivery notes etc)-10mks for each year.</td>
</tr>
<tr>
<td>B2</td>
<td>Bidders must demonstrate financial capability by access to line of credit of at least Ksh.5,000,000.00 from a recognized financial institution.</td>
</tr>
</tbody>
</table>
| B3 | State all the equipment/ tools to be used in this assignment.  
- List of at least five equipment and prove of ownership----1 mk each  
- List of at least five tools to be used for grounds maintenance----------1 mk each | 10 |
| B4 | Bidders must provide a Work Plan and methodology of execution of works which should include work plan for daily duty procedure, number of staff to be allocated in each zone and waste handling procedure e.g. biodegradable, hazardous, filters & oily rags, bottles, plastics, polythene etc. | 20 |
| B5 | Document presentation and serialization  
- Well bound ------------------------4 mks (tape bound is preferred)  
- Table of content-------------------1mk  
- Separators..........................1 mk  
- Pagination/serialization.............4 mks | 10 |
| TOTAL | 80 |

NB:

1. Bidders MUST meet all the mandatory requirements to qualify for evaluation of specific technical requirements.
2. Scoring criteria
   a. Technical score = 70%
   b. Financial score = 30%
   c. Scoring criteria for technical aspects: - The bidder with the highest marks will be awarded
70% and the other bidders score relative to the highest.

d. Financial scoring: - The bidder quoting the lowest price and having passed the technical score shall be awarded 30% and other bidders score relative to the highest.

e. The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the **BEST VALUE FOR MONEY PACKAGE**.

f. The tender award criteria may be subject to visitation evaluation to confirm any/all of the declared items.

3. To qualify for financial evaluation the bidder must score a minimum of **70** points (70% of the total points)

4. Any information provided by the bidder may be verified by the University as part of due diligence and any information that is not correct may lead to the bidder’s disqualification.

5. Bidders must serialize all the attached pages of the bid document. Kenyatta University will not be held responsible in case of a missing page.

6. Bidders **MUST** meet all the mandatory requirements to qualify for financial evaluation.

7. Bidders **MUST** ensure that they complete Bid securing declaration form otherwise they will be disqualified.

8. The Oaths and Statutory declaration form **MUST** be filled, signed and stamp by a lawyer who is a commissioner of oaths. Failure will lead to the tender being non-responsive.

9. Bidders **MUST** complete the attached Business Questionnaire and disclose all the details therein.

10. Due diligence will be conducted to ascertain capacity and capability of the successful bidders. Those whose capacity and capability will be questionable (below expectation) will be disqualified.

11. **The contract to maintain grounds and landscaping will be awarded to the two (2) lowest evaluated bidders per zone. The University will/may negotiate with the bidders if need be.**

<table>
<thead>
<tr>
<th>S/N</th>
<th>ZONES</th>
<th>NUMBER OF PROPOSED EMPLOYEES</th>
<th>RATE PER EMPLOYEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ZONE A - UNICITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>ZONE B - (LOWER ZONE)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>ZONE E - (EASTERN ZONE)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Zone G - (WESTERN Zone)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Zone I - (Nyayo Zone)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All employees must be paid minimum government wage (Nairobi area). Bidders who pay below the minimum wage shall have their contracts terminated.
### SECTION III: GENERAL CONDITIONS OF CONTRACT

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<th>Title</th>
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<td>Use of contract documents and information</td>
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<td>Patent Rights</td>
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<td>3.7</td>
<td>Inspections and tests</td>
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<td>3.8</td>
<td>Payment</td>
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<td>21</td>
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<td>3.10</td>
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<td>3.14</td>
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<td>3.15</td>
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<td>3.16</td>
<td>Force majeure</td>
<td>22</td>
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<tr>
<td>3.17</td>
<td>Applicable law</td>
<td>22</td>
</tr>
<tr>
<td>3.18</td>
<td>Notices</td>
<td>22</td>
</tr>
</tbody>
</table>
SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITION OF TERMS
In this contract the following terms shall be interpreted as indicated:

a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the ContractForm signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) “The Procuring entity” means the organization sourcing for the services under this Contract.

e) “The contractor” means the individual or firm providing the services under this Contract.

f) “GCC” means general conditions of contract contained in this section

g) “SCC” means the special conditions of contract

h) “Day” means calendar day

3.2 APPLICATION
These General Conditions shall apply to the extent that they are not superseded 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

3.4: USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of KenyattaUniversity and shall be returned (all copies) to The University on completion of the contract’s or performance under the Contract if so required by The University.
3.5 **PATENT RIGHT’S**
The tenderer shall indemnify Kenyatta University against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 **PERFORMANCE SECURITY**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenyatta University 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 Kenyatta University 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 Kenyatta University and shall be in the form of a bank guarantee.

3.6.4 The performance security will be discharged by Kenyatta University 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 Kenyatta University or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The University 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 Kenyatta University.

3.7.3 Should any inspected or tested services fail to conform to the specifications, Kenyatta University 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 the University.

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 the University’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. The prices quoted MUST be inclusive of net and all government taxes.

3.10 ASSIGNMENT

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

3.10 TERMINATION FOR DEFAULT

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

a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the University.

b) if the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of Kenyatta University, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Kenyatta University terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the University for any excess costs for such similar services.

3.12 TERMINATION OF INSOLVENCY

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

3.13 TERMINATION FOR CONVENIENCE

3.13.1 Kenyatta University, by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the University 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 Kenyatta University may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.
3.14 RESOLUTION OF DISPUTES

Kenyatta University 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 it’s 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.
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.

<table>
<thead>
<tr>
<th>General conditions of contract reference</th>
<th>Special conditions of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.8: Payment</td>
<td>Within 30 days on receipt of invoice</td>
</tr>
<tr>
<td>3.14: Resolution of Disputes</td>
<td>Arbitration to be considered before litigation</td>
</tr>
<tr>
<td>3.17: Applicable Law</td>
<td>Laws of Kenya</td>
</tr>
<tr>
<td>3.18: Notices</td>
<td>KenyattaUniversity</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 43844 – 00100 GPO NRB.</td>
</tr>
<tr>
<td></td>
<td>EMAIL: <a href="mailto:procurement@ku.ac.ke">procurement@ku.ac.ke</a></td>
</tr>
</tbody>
</table>
SECTION V: SCHEDULE OF REQUIREMENTS/PRICE SCHEDULE

GROUNDS MAINTENANCE AND LANDSCAPING SERVICES (SEE PICTORIAL REPRESENTATION OF THE ZONES ON APPENDIX 1-IX)

<table>
<thead>
<tr>
<th>S/N</th>
<th>ZONES</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ZONE A - UNICITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The zone includes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Old Administration Block/Old Finance Block</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Campanile</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 Ole MoiYoi</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 Science Lab</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5 AVU</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 Post Modern Library</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7 Culture and Languages</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 2   | ZONE B - (LOWER ZONE)      |            |              |
|     | Main gate                  |            |              |
|     | Chandaria Building         |            |              |
|     | Alumni Building            |            |              |
|     | International Programmes   |            |              |
|     | Directorate Complex        |            |              |
|     | KU Academy School          |            |              |
|     | Central Administration Complex |      |         |
|     | KUHF                       |            |              |
|     | TOTAL                      |            |              |

| 3   | ZONE E - (EASTERN ZONE)    |            |              |
|     | Mathematics                |            |              |
|     | Graduation square          |            |              |
|     | School of Pure and Applied Sciences (SPAS) | | |
|     | Comtec                     |            |              |
|     | Nyandarua Hostels          |            |              |
|     | Eastern Kitchen            |            |              |
|     | Mfumbiro Hostels           |            |              |
|     | Old/New Menengai Hostels   |            |              |
|     | Aberdares Hostels          |            |              |
|     | Sculpture yard             |            |              |
|     | Fine Arts (Visual & Performing Arts) | | |
|     | Computer Centre            |            |              |
|     | TOTAL                      |            |              |
### Zone G - (Western Zone)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Directorate of Accommodation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Amphitheatre</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>BSSC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Arts Complex (Twin Towers)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Security offices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Transport yard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Biological Sciences - Plant Sciences &amp; Zoology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Swimming Pool</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Usambara Hostels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Estates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Botanical (Zoology)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Zone I - (Nyayo Zone)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Nyayo 1 - 6 Hostels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Kitchen (Nyayo)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>School of Economics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>School of Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**To Note**

All employees MUST be paid minimum government wages, wages paid shall form the basis for award of the contract.
SCOPE OF WORK FOR GROUNDS MAINTENANCE AND LANDSCAPING.

1. Sweep frequently car parks, roads, walkways and under the trees.
2. Weeding on the plant gardens and lawn
3. Emptying the garbage bins.
4. Watering the plants and lawns.
5. Scout for any diseases and pests on the plants/grass and report to the manager or HOS for immediate treatment.
6. Removing dead and dry plant parts from the plants beds and replacing them with new plants.
7. Picking litter and other wastes within areas of zone.
8. Cleaning the drainage channels everywhere in the university.
9. Taking away the garbage to the depository pits.
10. Tending to lock gardens within the zone.
11. Ensuring hedges, shrubs and trees are well trimmed/pruned.
12. Plan work properly so as to meet the required standards as per university policy.
13. The successful tenderer shall provide all the required tools and equipment.

GARDENING SERVICES

The Gardening tasks and services described here below are to be carried out within the entire Kenyatta University compound.

A. THE GARDENING RESPONSIBILITIES ARE AS FOLLOWS:

The Contractor shall provide the below listed gardening services numbered 1 to 8 using the skilled manpower, methods, systems, tools or equipment shown and shall deliver to the level of outcome or standard of performance acceptable to the University:

1. Weeding and cultivation
   a. Remove all weeds from the lawns.
   b. Control growth of weeds.
   c. Weeding of the trees, shrubs and flower beds.
   d. Application of acceptable garden chemicals to the lawns for weed control. (The Contractor shall be liable for any damage on the grass, lawns or flower beds)
   e. Depositing the weed into the disposal pits/dumping site

2. Maintenance of lawns
   a. Mowing the grass with appropriate and serviceable lawn mowers to retain sufficient green grass cover and then disposing off the same.
   b. Mowing frequency should be observed depending on the season
   c. Raking of the grass with plastic rakes.
   d. Remove all dead leaves from the lawns.
   e. Top dress of the lawns.
   f. Re-plant/plant grass where required or as advised by the client.
   g. Irrigating the lawns as directed by the client.
   h. Management of the Anthills.
   i. Trimming of lawn hedges
   j. Deposit all cut grass and leaves into the compost pit/dumping site

   a. Remove all dead flower materials including leaves.
   b. Top dress of the flower beds.

............
c. Re-plant flowers where required or as advised by the client.

d. Watering the flower beds as directed by the client

e. Trimming of hedges and bushes

f. Deposit all dead flowers into the depository pits on daily basis.

4. **Maintenance of trees, shrubs, bushes and hedges.**
   a. Prune trees, shrubs, bushes and hedges for neatness
   b. Remove all dead materials including leaves.
   c. Top dress of the trees, shrubs, bushes and hedges
   d. Plant/Re-plant trees, shrubs, bushes and hedges where required or as advised by the client
   e. Watering the trees, shrubs, bushes and hedges as directed by the client.
   f. Cut and remove and transport away all unwanted trees, branches and twigs inside as advised by client.
   g. Deposit all dead materials into the depository pits on daily basis.

5. **Nursery Management.**
   a. Propagation of adequate trees, shrubs, groundcovers, flowers and grass to support existing vegetation and to rehabilitate/landscape other areas as advised by client

6. **Maintenance of indoor and potted plants.**
   a. Ensure healthy indoor and potted plants and remove any damaged plants.
   b. Proper feeding of indoor and potted plants.
   c. Move indoor and potted plants to location as required.
   d. Maintain an adequate stock of the indoor and potted plants.
   e. Movement of potted plants from one location to another as directed by client
   f. Provide good indoor and potted plants as maybe advised by the client

7. **Pest and Disease control.**
   A. Constant scouting of the plants to spot pest and diseases which should be followed by proper treatment where pests and diseases are sighted.
   B. Treatment of soil and manure.
   C. Treatment of infected plants with recommended chemicals.

8. Submit a proposed work plan showing a schedule of gardening activities for the year under review and requisite tools for each activity.

**B. MATERIALS**

a. The university will avail to the Contractor farm inputs namely, top forest soil, manure, fertilizer, plants, nursery and greenhouse materials, troughs, trunks, planters’ pots, marble chips, river sand, murram, white marking chalk, gardening chemicals as and when required by the contractor for purposes of execution of its obligation under the contract. The university landscaper shall determine the requirements from time to time.

b. The Contractor shall provide protective clothing including but not limited to gumboots, gloves, overalls, dust coats, helmets, masks and any other protective gear pursuant to provisions of the Occupational Safety and Health Act or any other statutory provision.

c. The Contractor shall ensure that its staff is properly identifiable by providing proper identification badges and uniforms while entering and remaining within the university compound.
d. The Contractor shall ensure that all protective clothing, uniform and identification gadgets specified in sub-sections (c) and (d) shall be of suitable colours prior approved by the university and that the same shall be provided in two or more sets to facilitate cleanliness and maintenance.

e. The Service Provider shall bring adequate number of staff to perform its contractual obligation and where the Client deems the staff inadequate it reserves the right to request for additional staff.

C. EQUIPMENT, TOOLS AND OFFICE SPACE

a. The university shall provide an irrigation system, equipment and hose pipes to be used by the Contractor in a manner and at times as shall be prior agreed between the contractor and the university.

b. The Contractor shall provide the following:-

   (i) Adequate and serviceable loose tools including but not limited to wheel barrows, forked jembe, spades, jembes, pangas, pruning shears, secateurs, pruning saws, edge cutters, slashers, spray pumps, leaf rakes, spiking sticks, weeding hoes, polythene bags/sacks, watering cans, garden rakes and gardening trolley sets.

   (ii) Hedge trimmers (4) and power saws (3)

   (iii) Minimum of six the number of lawn mowers of (9-13 HP) (2 units) and 6-8HP(4 units).

   (iv) Water pumps (3’’): 4 units.

All Equipment specified in (i) to (iv) above shall be delivered to a location within the School compound ready for mandatory inspection seven (7) days prior to commencement of contract as required by University Management.

D. HIRING AND DEPLOYMENT OF STAFF AT THE UNIVERSITY:

1. The Contractor shall deploy skilled, motivated and adequate staff to execute the gardening services specified under Part IV of the contract or any other related gardening duties that shall be agreed between the parties.

NB: One site manager to be on the ground at all times and be working under instructions of the university landscaper.

2. The Service Provider shall bring adequate number of staff to perform its contractual obligation and where the Client deems the staff inadequate it reserves the right to request for additional staff.

3. The Contractor shall ensure strict adherence to the labour Laws when hiring and deploying staff at the University.
4. The Contractor shall ensure that the provisions of the Occupational Safety and Health Act (Cap 15) Laws of Kenya and any other relevant Acts of Parliament are fully observed and adhered to.

5. The Contractor, in hiring and deploying staff at the University, shall ensure the following University standards and requirements are fully met:

   a. That the supervisors have a minimum of Form Four academic education and at least five years’ experience in gardening and diploma or above in either of the following areas: Landscaping, Agriculture, Horticulture, Ornamental science, Urban Forestry or equivalent.
   b. That every staff deployed in the University is of high moral integrity and that each such staff has in possession a valid certificate of good conduct issued by the relevant Government Department.
   c. That at least six gardening staff are qualified to operate a lawn mower and have a relevant experience.
   d. That at least four gardening staff possesses basic knowledge of power saw and brush cutter.
   e. That at least four gardening staff possesses basic knowledge on pest control and diseases control management.
   f. The contractor to ensure the staff are reasonably remunerated as guided by the ministry of labour and the best industry practices.
   g. The contractor shall inform the client through university landscaper of any staff movement and rotations prior to effecting such movements and rotations.
   h. Where the University exercises its right under sub-section (g), it shall immediately inform the supervisor of the Contractor who shall in turn obtain a replacement of staff whose entry is barred and to ensure that the standard of service is not adversely affected in any way.

E. WORKING HOURS

1. The Contractor shall ensure observance by staff deployed at the University of the following working days and hours:

   a. The scheduled gardening duties shall be performed from Monday to Saturday: Starting from 7.00 a.m. and Closing at 4.00 p.m.; or as directed by the client
   b. Watering and irrigation of the plants and grounds: on days that shall be advised by the in-charge of gardening at the University and shall start from 5.00 p.m. and end at 6.00 a.m. of the following day.

F. INSURANCE

1. The Contractor shall, during the execution of this contract, insure his workers adequately, and indemnify the University from any liability arising as shown here below:

   b. All liabilities in form of third party claims arising from accidents or other acts of omission or commission.

2. The Contractor shall deposit with the University evidence of such insurance cover on or before the date of commencement of the contract.

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C. EXPECTED OUTCOME UPON COMPLETION OF GARDENING TASK

a. All the areas will be kept free of weed at all times.
b. Lush green grass and healthy green plants
c. Attractive, beautiful, and inviting flower beds
d. Shrubs and ground covers will be cultivated to ensure a loose, friable service with no compaction.
e. Care to be taken to avoid damage of plants and plant roots during cultivation process
f. After pruning dead and excessive materials to be removed to prevent them from harbouring pests.
g. Irrigation to ensure shrubs, perennial flowers and groundcovers beds are adequately watered during dry months
h. Use of recommended chemicals which are environmental friendly to control pests
i. The lawns will always be kept to the recommended mowing height e.g 1/3 of the total grass growth. Lawn cut too short have shallow root system, lacks density have unattractive look
j. The lawn should be always be green, free of brown and stubby grass.
k. Lawns should be disease and pest free from fungal pathogens, hard and soft scale diseases
l. Occupational, Health, Safety policy should be complied with.
m. Motivate workers due to reasonable working conditions and good terms of service.
SECTION VII - STANDARD FORMS

1. Form of tender
2. Confidential Questionnaire form
3. Bid Securing Declaration form
4. Performance security form
5. Oaths and Statutory Declaration Form
6. Appendix I-IX

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.
1. FORM OF TENDER

TO, KenyattaUniversity
Date:.................................................................
P.O. Box 43844 – 00100 GPO
NAIROBI

Tender No: KU/TNDR/S/047/GMS&LS/2019-2020

Tender Name: Tender for Provision of Gardening and Ground Maintenance Services at Kenyatta University Main Campus

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ……… the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of Ksh:…………………………[Total Tender amount in words]……………………………………………………………………………………………

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 gardening and ground maintenance services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of ………….[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ................................................................. day of. ................................. 2019

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of............................................................

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2. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE
(Must be filled by all applicants who choose to participate in this Tender)

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)
Whichever applies to your type of business and part 3.

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

Name of Applicant(s) …………………………………………………………………………………………………………………………………………………

Part 1: General:

1.1: Business Name
…………………………………………………………………………………………………………………………………………………………………………………………

1.2: Certificate of Incorporation/Registration
No: ………………………………………………………………………………………………………………………………………………………………………

1.3: Location of business premises
…………………………………………………………………………………………………………………………………………………………………………………………

1.4: Plot No.
…………………………………………………………………………………………………………………………………………………………………………………………

1.5: Street/Road
…………………………………………………………………………………………………………………………………………………………………………………………

1.6: Postal Address
…………………………………………………………………………………………………………………………………………………………………………………………

1.7: Office Tel. No.
…………………………………………………………………………………………………………………………………………………………………………………………

1.8: Mobile…………………………………………………………………………………………………………………………………………………………………………………………

1.9: Fax No: ……………………………………………………………………………………………………………………………………………………………………………………………

1.10: Email Address…………………………………………………………………………………………………………………………………………………………………………………………

1.11: Website…………………………………………………………………………………………………………………………………………………………………………………………

1.12: Nature of business:(Indicate whether Manufacturer, Distributor e.t.c) ………………………………………………………………………………………………………………………………………………………………………

1.13: Contact Person (Full Names) ……………………………………………………………………………………………………………………………………………………………………………………………
   (a) Directors Name and Mobile Nos: ……………………………………………………………………………………………………………………………………………………………………………………………

…………
(b) If not Director, Title…………………………………………….. Power of Attorney
(Yes/No) if yes, attach written document.

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

1.15: Name of your bankers …………………………… Branch

Part 2(a) – Sole Proprietor:

2a.1: Your name in full …………………………………………… Age ……………………..

2a.2: Nationality …………………………… Country of origin ……………………………

Citizenship details……………………

Party 2(b) – Partnership

2b.1: Give details of partners as follows

<table>
<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>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Part 2(c) – Registered Company:

2c.1: Private or public …………………………………………………………………………

2c.2: State the nominal and issued capital of the company –

Nominal Kshs. …………………………………………………
Issued Kshs………………………………………………

2c.3: Give details of all directors as follows

<table>
<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>
</tbody>
</table>
Date………………………………Signature of Tenderer……………………………………

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of Kenyatta University?
Yes……………… No:……………………

3.2: If answer in ‘3.1’ is YES give the relationship:………………………………………………

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures?
Yes……… No………

3.4: If answer in ‘3.3’ above is YES give details………………………………………………………

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3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenyatta University to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes…………….. No………………

3.6: If answer in ‘3.5’ above is YES give details……………………………………………………

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3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes……………… No:……………………

3.8: If answer in ‘3.7’ above is YES give details……………………………………………………

3.9: Have you offered or given anything of value to influence the procurement process?
Yes……………… No:……………………

………
3.10: If answer in ‘3.9’ above is YES give details…………………………………………………………

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date:…………………………… Signature of Candidate:………………………………………..

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
3. BID SECURING DECLARATION FORM

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

Date:

[insert date (as day, month and year)]

Bid No.:

[insert number of bidding process]

Alternative No.:

[insert identification No if this is a Bid for an alternative]

To:

[insert complete name of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity 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 in the Form of Tender; 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 ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of:-

(i) our receipt of your notification to us of the name of the successful Bidder; or
(ii) twenty-eight days after the expiration of our Tender.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of

…………
Name:
..............................................................................................................................

[insert complete name of person signing the Bid 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]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]
REPUBLIC OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15
OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC
PROCUREMENT AND ASSET DISPOSAL ACT NO. 33 OF 2015

4 OATHS AND STATUTORY DECLARATION FORM

I, ......................................................... Of P.O Box ..............................................................
Being a resident of ................................................................. in the Republic of Kenya do hereby make oath and state as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .................... (name of the Candidate) which is a Candidate in respect of Tender Number ......................... to supply goods, render services and/or carry out works for Kenyatta University and duly authorized and competent to make this Affidavit.

2. THAT the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenyatta University, which is the procuring entity.

3. THAT the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of KenyattaUniversity.

4. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at ......................................................... by the said)

.............
Name of chief Executive/Managing Director/}

Principal Officer/Director   }  

On this…………………. day of …………. 20….}

}                                                }

} _________________________________

}                        DEPONENT

Before me                  }

}                                                }

}                                                }

}                                                }

Commissioner for Oaths   }

………..