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TENDER
DOCUMENT FOR
PROPOSED ROUTINE MAINTENANCE OF ROOFTOP,
PODIUM, BANK ROOF AND DRAINAGE SYSTEM FOR
KeMU TOWERS NAIROBI CAMPUS

TENDER No: KeMU/OT/013/2026

CLOSING DATE: WEDNESDAY 9th SEPTEMBER, 2026 AT 11:00 AM

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SECTION I: INVITATION FOR TENDERS

TENDER NO: KeMU/OT/013/2026: TENDER PROPOSED ROUTINE MAINTENANCE OF ROOFTOP, PODIUM, BANK ROOF AND DRAINAGE SYSTEM FOR KeMU TOWERS NAIROBI CAMPUS.

KeMU invites registered suppliers to submit sealed bids for Proposed routine maintenance of rooftop, podium, bank roof and drainage system for KeMU Towers Nairobi Campus.

Interested firms may obtain further information from and inspect the tender documents at **KeMU Main Campus** situated in **Meru**, along Meru-Maua Road and **KeMU Nairobi Campus** situated at **KeMU Towers** 11th floor along Uhuru Highway during normal working hours between 8.00 a.m. and 5.00 p.m. every day from Monday to Friday.

Interested firms may obtain tender documents from the **KeMU** website: www.kemu.ac.ke at **NO FEE**. The bidders who download the tender documents must register their details with the Procurement Office via email address: supplies@kemu.ac.ke so as to receive any clarifications and/or addenda.

SITE VISIT DATE

There shall be a compulsory site visit for better understanding of the proposed scope of work. The site visit will be conducted on:

Nairobi Campus

Date: Wednesday 2th September, 2026

Time: 11.00am

Venue: Registrar Boardroom 7th Floor KeMU Towers Nairobi

Complete tender documents must be enclosed in a plain sealed envelope marked with the tender number and tender name and addressed to:

**The Vice Chancellor,
Kenya Methodist University (KeMU),
P. O. Box 267-60200,
Meru.**

The tender documents must be submitted in two copies one marked "ORIGINAL" and the other marked "COPY." The tender documents should be deposited in the Tender box placed next to Procurement Office at the Administration block 1st floor, **KeMU Main Campus** or be sent to **The Vice Chancellor** so as to reach him on or before the closing date and time on **Wednesday, 9th September 2026 at 11.00 a.m.**

The tenders will be opened immediately after the closing date and time on **Wednesday, 9th September 2026 at 11.00 a.m.** in the **KeMU Small Boardroom, 1st floor of the Administration Block**. Bidders or bidder representatives are invited to witness the opening.

Yours faithfully

VICE CHANCELLOR

SECTION II: INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. 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 **KeMU's** employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under Public Procurement and Asset Disposal Act No.33 of 2015
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and Sub tenderers) 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 **KeMU** 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 the 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 **KeMU** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Specifications
 - (vi) Form of Tender
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form
 - (ix) Tender security Form
 - (x) Performance security Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents**
- 2.4.1 A Tenderer making inquiry of the tender documents may notify **KeMU** by post, fax or by

email at the **KeMU** address indicated in the Invitation for tenders. **KeMU** will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the 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 candidates who have received the tender documents.

- 2.4.2 **KeMU** 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, **KeMU**, 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 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, the Procuring entity, at its discretion may extend the deadline for the submission of tenders.

2.6 Language of Tenders

- 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 **KeMU**, shall be written in English language.

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the Tenderers shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, and 2.10 below.
 - (b) Documentary evidence established in accordance with paragraph 2.1.3 that the Tenderer is eligible to tender and is qualified to perform the contract if his tender is accepted.
 - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
 - (d) Declaration Form.

2.8 Tender Forms

The Tenderer shall complete the tender form and the appropriate price schedule furnished in the tender documents, indicating the services to be provided.

2.9 Tender Prices

- 2.9.1 The Tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the

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

- 2.9.2 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 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers eligibility and qualifications

- 2.11.1 Pursuant to paragraph 2.1. of this document, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer 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 **KeMU'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 shall be 2% of the quoted amount.
- 2.12.3 The tender security is required to protect **KeMU** against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of:
- (a) A bank guarantee.
 - (b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KeMU as non-responsive, pursuant to paragraph 2.20.5.
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.27, and furnishing the performance security, pursuant to paragraph 2.28
- 2.12.8 The tender security may be forfeited:
- (a) If a Tenderer withdraws its tender during the period of tender validity.
 - (b) In the case of a successful Tenderer, if the Tenderer fails to:
 - (i) Sign the contract in accordance with paragraph 2.27 or
 - (ii) Furnish performance security in accordance with paragraph 2.28.
 - (c) If the Tenderer rejects correction of an arithmetic error in the tender.

2.13 Validity of tenders

- 2.13.1 Tenders shall remain valid for **one hundred and eighty (180) days** after the date of tender opening prescribed by **KeMU**, pursuant to paragraph 2.18. A tender valid for a shorter period shall be considered non responsive and will be rejected.
- 2.13.2 In exceptional circumstances, KeMU 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 the tender

- 2.14.1 The Tenderer shall submit the tender in two copies in two separate envelopes. One copy will be clearly marked "ORIGINAL" and the other one will be clearly marked "COPY," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and the copy 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 un-amended 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 original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be inserted and sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
 - (a) Be addressed to the
**The Vice Chancellor,
Kenya Methodist University,
P.O.Box 267-60200,
Meru.**
 - (b) Bear the tender number and name.
- 2.15.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, **KeMU** 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 deposited in the Tender box placed outside of Procurement office at **KeMU Meru Administration block 1st floor**, so as to be received on or before the closing date and time on **Wednesday, 9th September 2026 at 11.00 a.m.**
- 2.16.2 **KeMU** may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3, in which case all rights and obligations of KeMU and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by **KeMU** 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 tenders, is received by **KeMU** prior to the deadline prescribed for 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 e-mail 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 **KeMU** may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 **KeMU** shall give prompt notice of the termination to the Tenderers and on request give its reasons for the termination within fourteen (14) days of receiving the request from any Tenderer.

2.18. Opening of Tenders

- 2.18.1 The tenders will be opened immediately after the closing date and time on **Wednesday, 9th September 2026 at 11.00 a.m.** in **KeMU Main Campus Small Boardroom 1st floor of the Administration block** in the presence of Tenderers' representatives present.
- 2.18.2 The Tenderers' representatives present shall sign a register evidencing their attendance.
- 2.18.3 The Tenderers names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as at its discretion may consider appropriate, will be announced at the opening.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders **KeMU** may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the Tenderer to influence **KeMU** in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.20 Preliminary examination and Responsiveness

- 2.20.1 **KeMU** will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment, or amendment in any way by any person or entity. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 **KeMU** may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20 **KeMU** 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. **KeMU's** determination of a tender's responsiveness will 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 and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

2.21 Evaluation and Comparison of Tenders

- 2.21.1 **KeMU** will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.21.2 **KeMU's** evaluation of a tender will take into account, in addition to the tender price, the operational plan, in the manner and to the extent indicated in paragraph 2.22.3.
- 2.21.3 Pursuant to paragraph 2.21.2, the following evaluation method will be applied.

(a) Operational Plan

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

- 2.22.3 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22 Contacting KeMU

- 2.22.1 Subject to paragraph 2.19 no Tenderer shall contact **KeMU** on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.22.2 Any effort by a Tenderer to influence the members of staff of **KeMU** in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.23 Post-qualification

- 2.23.1 **KeMU** will verify and 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.

- 2.23.2 The determination will take into account the Tenderers financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 2.11.2, as well as such other information as **KeMU** deems necessary and appropriate.
- 2.23.3 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 **KeMU** will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.24 Award Criteria

- 2.24.1 Subject to paragraph 2.26 **KeMU** 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.
- 2.24.2 To qualify for contract awards, the Tenderer shall have the following: -
- (a) Necessary qualifications, capability, experience, services, equipment and facilities to provide the services being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) 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.
 - (d) Shall not be debarred from participating in public procurement.

2.25 KeMU's Right to accept or Reject any or all Tenders

- 2.25.1 **KeMU** 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.
- 2.25.2 If **KeMU** determines that none of the tenders is responsive, **KeMU** shall notify each Tenderer who submitted a tender.
- 2.25.3 **KeMU** 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.
- 2.25.4 A Tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.26 Notification of Award

- 2.26.1 Prior to the expiry of the period of tender validity, **KeMU** will notify the successful Tenderer in writing that its tender has been accepted.
- 2.26.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the Tenderer and **KeMU** pursuant to clause 2.9. Simultaneously the other Tenderers shall be notified that their tenders were not successful.

- 2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, **KeMU** will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.
- 2.26.4 If you do not receive any official communication **within 180 days** after the tenders closing date and time of **Wednesday, 9th September 2026 at 11.00 a.m.** Kindly consider that your tender application was unsuccessful.

2.27 Signing of Contract.

- 2.27.1 Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.27.2 The contract will be definitive upon its signature by the two parties.

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.

2.28 Performance Security

- 2.28.1 The successful Tenderer may be required to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to **KeMU**.
- 2.28.2 Failure by the successful Tenderer to comply with the requirement of paragraph 2.27.1 or paragraph 2.28.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event **KeMU** may make the award to the next lowest evaluated tender or call for new tenders.

2.29 Corrupt or Fraudulent Practices

- 2.29.1 **KeMU** 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.
- 2.29.2 **KeMU** 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. 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 on the 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 Tender
2.1.1	The tender is open to qualified registered firms for KeMU/RT/013/2026: Tender Proposed Routine Maintenance of Rooftop, Podium, Bank Roof and Drainage System for KeMU Towers Nairobi Campus
2.10	Tender prices shall be quoted in Kenya shillings
2.11	The technical specifications and conformity requirements are given in the subsequent sections of the tender document including Sections V,VI and VII among others
2.12	The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be inserted and sealed in an outer envelope.
2.13	The tenders shall remain valid for 180 days Tenderers who would not have received any communication within the 180 days after opening of tenders should consider themselves unsuccessful.
2.18	Date, Time and place of bid opening: Wednesday, 9th September 2026 at 11.00 a.m. KeMU Main Campus Small Boardroom 1st floor of the Administration block

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (i) **"The contract"** means the agreement entered into between **KeMU** 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.
- (ii) **"The contract price"** means the price payable to the Tenderer under the contract for the full and proper performance of its contractual obligations.
- (iii) **"The services"** means all of goods, works and services to be provided by the Tenderer including any documents, which the Tenderer is required to provide to **KeMU** under the Contract.
- (iv) **"The Tenderer"** means the individual or firm supplying the goods under this contract
- (v) **"The GCC"** means the General Conditions of Contract contained in this section
- (vi) **"The SCC"** means the Special Conditions of Contract
- (vii) **"Day"** means calendar day

3.2 Application

These general conditions shall apply in all contracts made by **KeMU** for the procurement of goods and services.

3.3 Standards

The services provided under this contract shall conform to the standards mentioned in the specifications.

3.4 Use of contract documents and information

- 3.4.1 The Tenderer shall not, without **KeMU'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 **KeMU** in connection therewith, to any person other than a person employed by the Tenderer in the performance of the contract.
- 3.4.2 The Tenderer shall not, without **KeMU'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 **KeMU** and shall be returned (all copies) to **KeMU** on completion of the Tenderer's performance under the contract if so required by **KeMU**.

3.5 Patent rights

- 3.5.1 The Tenderer shall indemnify **KeMU** against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by **KeMU**.

3.6 Performance security

- 3.6.1 Within fourteen (14) days of receipt of the notification of contract award, the successful Tenderer shall furnish to **KeMU** the performance security of 2% of the contract value in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the tender document or any other form acceptable to **KeMU**.

- 3.6.2 The proceeds of the performance security shall be payable to **KeMU** 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 and shall be in the form of:
- (a) A bank guarantee.
 - (b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).
- 3.6.4 The performance security will be discharged by **KeMU** and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the contract, including any warranty obligations, under the contract.

3.7. Delivery of services and documents

Delivery of the services shall be made by the Tenderer in accordance with the terms specified by **KeMU** in the schedule of requirements and the special conditions of 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.
- 3.8.2 Payment shall be made promptly by **KeMU**, but in no case later than thirty (30) days after submission of a valid invoice or claim by the Tenderer, upon full implementation of the whole project, SLA signed and certificate of acceptance issued.

3.9 Prices

- 3.9.1 Prices charged by the Tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Tenderer in its tender or in **KeMU'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 consent signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.
- 3.9.4 Price variation requests shall be processed by **KeMU** within 30 days of receiving the request.

3.10 Assignment

The Tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with **KeMU's** prior written consent.

3.11 Termination for default

- 3.11.1 **KeMU** 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 deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by **KeMU**.

- (b) If the Tenderer fails to deliver the services of the specified quality.
- (c) If the Tenderer fails to perform any other obligation(s) under the contract.
- (d) If the Tenderer, in the judgment of **KeMU**, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event **KeMU** 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 un- delivered and the Tenderer shall pay **KeMU** for any excess costs for such similar services. However, the Tenderer shall continue performance of the contract to extent not terminated.

3.12 Termination for Convenience

3.12.1 **KeMU** by written notice sent to the Tenderer, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the Tenderer of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination **KeMU** may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

3.13 Resolution of Disputes

3.13.1 **KeMU** and the Tenderer shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

3.13.1 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.

3.14 Liquidated Damages

If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, **KeMU** shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the termination of the contract may be considered.

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 Applicable Law

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

3.17 Force Majeure

The Tenderer 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.

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of General Conditions of Contract	Special Condition Of Contract
3.6 Performance security	As per clause 2.28.
3.7 Delivery of Services	Delivery of the services shall be made by the Tenderer in accordance with the terms specified by KeMU in the schedule of requirements and the special conditions of contract.
3.8 (i) Payment (ii) Payment mode/criteria	As per details in the Form of Tender/Price Schedule/Financial Proposal and Section VI of the tender Document and/or any other mutually discussed and agreed criteria.
3.9 Price adjustment	No price adjustments allowed. However, the contract should be able to provide for provision of any approved goods, works or services and or reduction of the same at similar price guided by the provisions of Public Procurement and Asset Disposal Act, No.33 of 2015.
3.15 Liquidated damages	If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, KeMU shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods, works and or services. After this the termination of the contract may be considered.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Vice Chancellor, KeMU P. O. Box 267-60200 MERU

SECTION V - EVALUATION AND QUALIFICATION CRITERIA

10 GENERAL PROVISIONS

- 11 This section contains the criteria that the KeMU shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use the Standard Tender Evaluation Document for Goods and Works for evaluating Tenders.
- 12 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
 - a) For construction turnover or financial data required for each year - Exchange rate prevailing

on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified. Any error in determining the exchange rates in the Tender may be corrected by KeMU.

13 EVALUATION AND CONTRACT AWARD CRITERIA

KeMU shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS

Preliminary examination for Determination of Responsiveness

KeMU will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

EVALUATION TOOL

NOTE: Authenticity of all documents provided may be verified with the relevant authorities and any forgery or misrepresentation shall lead to automatic disqualification and render the tenderer's bid non-responsive.

Stage 1 – Preliminary Evaluation

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

Item	Description	Remarks (Yes/No)
1.	Bidders must fill all the blank spaces on the Form of Tender in the format provided clearly showing the Tenderer's complete name and business address, sign and stamp as required. An omission to fill any blank space will result in disqualification.	
2.	Bidders must prepare, fill, sign and stamp the Bills of Quantities in the format provided and signed. The Bills of Quantities should not be modified at all by a bidder or any other person.	
3.	Bidders must fill, sign and stamp the Confidential Business Questionnaire in the format provided. All blank spaces must be filled with the information required without altering or substituting the text.	
4.	Bidders must fill, sign and stamp Certificate of Independent Tender Determination Form in the format provided. All blank spaces must be filled with the information required without altering or substituting the text.	
5.	Bidders must fill, sign and stamp Anti-Corruption Declaration Form in the format provided. All blank spaces must be filled with the information required without altering or substituting the text.	
6.	Bidders must fill, sign and stamp Non-Debarment Declaration Form in the format provided. All blank spaces must be filled with the information required without altering or substituting the text.	
7.	Bidders must fill, sign and stamp Anti-Fraudulent practice Declaration Form in the format provided. All blank spaces must be filled with the information required without altering or substituting the text.	
8.	Bidders must fill, sign and stamp Tender Questionnaire Form in the format provided. All blank spaces must be filled with the information required without altering or substituting the text.	
9.	Bidders must submit original and copy of the Power of Attorney appointing a representative to sign and act on behalf of the company for purposes of this tender. The power of attorney addressed to the Vice Chancellor, Kenya Methodist University and must indicate the tender number and name, full name, designation and sample of signature of the appointed person. Power of Attorney must be signed by all the directors and witnessed by a commissioner for oaths.	
10.	Bidders must submit copies of certified Audited Financial Statements for the last three (3) years 2023, 2024 & 2025 signed and stamped by a registered Auditor/Accountant with a valid practicing license/certificate. Must also attach the valid practicing license/certificate of the auditor for each year (2023, 2024 &	

Item	Description	Remarks (Yes/No)
	2025).	

11.	Bidders must provide current affidavit on any litigation or arbitration history in which the bidder is involved, the parties' concerned and disputed amount resulting from contracts completed or ongoing for the last three (3) years from the date of tender opening. The affidavit must refer to the Tender Number and Name, addressed to the Vice Chancellor, Kenya Methodist University and must be witnessed by the Commissioner of Oath.	
12.	Bidders must submit one original and one copy of the bid document properly bound presentable document and serially paginated sequentially from page one (1) to the last.	
13.	Bidders must submit current registration certificate and annual practicing license with National Construction Authority (NCA) for Building Works Category NCA 5 and above. (Provide copies of Valid Current NCA registration and annual license)	
14.	Bidders must provide current (Issued not more than three months to the date of tender opening) form CR12 and copies of identity documents (National ID's or Passports) for all the directors/proprietors.	
15.	Bidders must submit a Copy of Certificate of registration/Incorporation and/or change of name and must have been in existence for the last five years from the date of tender advertisement.	
16.	Bidders must submit a copy of Valid Tax Compliance Certificate issued by the Kenya Revenue Authority (Will be verified on the KRA TCC Checker)	
17.	Bidders must submit a valid copy of PIN/VAT Certificate	
18.	Bidders must submit a copy of valid Trading/Business Permit issue by county government.	

NB:

1. Bidders who fail to meet any of the above mandatory requirements will not proceed to technical evaluation.

A) TECHNICAL EVALUATION

DETAILED SCORING MATRIX FOR TECHNICAL EVALUATION (PASSMARK 70 POINTS)

Tenderers meeting the minimum responsiveness requirements will be evaluated according to the following Evaluation Criteria.

Item	Parameter	Maximum points
1.	Building Construction experience	5
2.	Physical facilities (evidence of physical address)	2
3.	Similar works completed in the last five (5) years	15
4.	Name and addresses of Clients who may be contacted	10
5.	Schedule of contractor's equipment	10
6.	Qualifications and experience of key personnel	20
7.	Financial Capabilities	10
8.	Average Annual Construction Turnover	7
9.	Authority to seek references from the tenderer's bankers with details of Name, address and telephone numbers and Account numbers	2
10.	Litigation and arbitration history	2
11.	Completeness and clarity of the tender document in accordance	2
12.	Work plan and methodology of the execution of works	15
	TOTAL	100

DETAILED SCORING MATRIX FOR TECHNICAL EVALUATION (PASSMARK 70%)

Item	Description	Scoring breakdown	Max-points	Score
1.	Building construction experience (as evidenced in business registration/certificate of incorporation) Over ten (10) years 5-10 years	(Aggregate score) 5 3	5	
2.	Physical Facilities Evidence of Physical address e.g. title deed/lease agreement/utility bills Provided and satisfactory Not provided	(Aggregate score) 2 0	2	

Item	Description	Scoring breakdown	Max- points	Score
3.	Similar Works: Experience as a main Contractor in works of a similar nature and size (Roofing works mainly) completed within the last five years' Similar works completed in the last five (5) years. Similar works completed within the last five (5) years each with a value of at least KES. Twenty (20) Million, that have been successfully and substantially completed (Present in a table format and must provide completion certificates, handing over certificates, LSO) (Aggregate score) 15	15 projects and above successfully completed 15 14 projects and above successfully completed 12 13 projects and above successfully completed 9 12 projects and above successfully completed 6 11 projects and above successfully completed 3 10 or no relevant project 0	15	
4.	Names and addresses of clients who may be contacted for further information on the completed projects. (In a table format on the Bidder's letterhead with the following details; Name of the contact person, Firm, Project/Assignment and Contact - Postal Address, E-mail Address, Tel: No. etc). Attach recommendation letters showing satisfactory performance and completion of similar roofing works of cost KES. 20 Million and above	10 Clients and above 10 9 Clients 8 8 Clients 5 7 Clients 0 6 Clients 5 Clients 4 Clients 3 Clients 2 Clients 1 Client No Client	10	
5.	Equipment Holding: Major items of construction equipment proposed to carry out the Contract (Owned, leased or hired) and an undertaking that they will be available for the Contract i.e. Schedule of contractor's equipment. <i>(Must provide Evidence of Ownership/Leasing (Mandatory) e.g. log books for vehicles, purchase receipts for equipment or Valid Lease agreements or any other acceptable documentary evidence)</i>			

Item	Description	Scoring breakdown	Max-points	Score
	Excavation equipment Concrete Mixer Transportation Vehicles Grading Machine Compaction Machine Any other acceptable relevant major item of construction equipment not listed above will be awarded 1 mark each up to a Max. of 5 (Total marks will however not exceed	2 2 2 2 2	10	
6.	Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract i.e. Qualifications and experience of key personnel (Attach current signed original CVs (signed by both the employer and owner) and must provide copies of relevant certificates).			
	Project Engineer to have at least a degree in Civil/Structural Engineering / Architecture and be a member of a relevant professional body with at least Six (6) years relevant experience. Must provide: Academic Qualification (2 points) & Experience for the Period Indicated (4 Points). Submission of detailed C.V and membership of a relevant professional body (1 Point each)	8	20	
	Site Manager to have at least a relevant professional qualification with Five (5) years' experience in the proposed position or works of a similar nature. Must provide Academic Qualification (2points) & Experience for the Period Indicated (3 Points). Submission of detailed C.V (1 Points)	6		
	Supervisor to have at least a relevant professional qualification with Three (3) years' experience in the proposed position or works of a similar nature. Must provide <i>Academic Qualification (1 points) & Experience for the Period Indicated (2 Points)</i>. <i>Submission of detailed C.V (1 Points)</i>	4		
	Any other qualified and relevant personnel proposed with adequate experience and with necessary documentation provided as above will be awarded 1 mark each up to a maximum of 2 marks	2		

Item	Description	Scoring breakdown	Max- points	Score
7.	Financial Capabilities: The current soundness of the applicant's financial position and its respective long-term profitability. Must provide copies of certified Audited financial statements reported within the last three (3) years (2022, 2023, and 2024). Audited reports must be signed by Auditor(s) approved by ICPAK. <u>PART A</u> The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings (25% of the tender sum) equivalent for the subject contract(s) net of the Tenderer's other commitments. <i>Availability of financial means to meet construction cash flow requirements of 25% of tender sum and above - 5 Points</i> <i>Inability to demonstrate availability of financial means to meet construction cash flow requirements of 25% of tender sum and above - 0 points</i> <u>PART B</u> The Tenderers shall also demonstrate, to the satisfaction of KeMU, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. Demonstrated – 2 points Not demonstrated – 0 points <u>PART C</u> The audited balance sheets or other financial statements acceptable to the Procuring Entity, for the [Three years certified and complete Audited accounts i.e. [2022,2023, 2024] years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability	5 0 2 0	10	

Item	Description	Scoring breakdown	Max-points	Score
	Has made profits in the years 2022, 2023 & 2024 – 3 points Has made profits in at least two of the three years – 2 points Has made profits in at least one of the three years – 1 point Has not made profits in any of the three years – 0 points	3 2 1 0		
8.	Average Annual Construction Turnover Minimum average annual construction turnover of Kenya Shillings [as a % of tender sum], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last (Three) years, divided by [Three: 2022-2024] years None or lower turnover than 25% of tender sum ...0 points 25%-50% of tender sum -- 3 points 51% and above of tender sum----- 7 points	0 3 7	7	
9.	Authority to seek references from the tenderer's bankers with details of Name, address and telephone numbers and Account numbers (The letter should be on the company's letter head and should be addressed to Vice Chancellor, Kenya Methodist University Provided and satisfactory None	2 0		
10.	Litigation and arbitration history. Information regarding any litigation, current or during the last three years from the date of tender opening, in which the tenderer is involved, the parties concerned and disputed amount (Must provide current affidavit) No consistent history of court/arbitral award decision against the tenderer Consistent history of court/arbitral award decision against the tenderer	2 0	2	
11.	Completeness and clarity of the tender documents Satisfactory Not satisfactory	2 0	2	
12.	Work plan and methodology of the execution of works			

Item	Description	Scoring breakdown	Max-points	Score
	Work plan	5	15	
	Work Methodology	10		
13.	TOTAL	100		

NOTE: TO QUALIFY FOR THE FINANCIAL EVALUATION STAGE BIDDERS ARE EXPECTED TO SCORE AT LEAST 70 POINTS AT THE TECHNICAL EVALUATION STAGE.

B) FINANCIAL EVALUATION

Only bidders who score 70 points and above at the technical evaluation stage will be subjected to financial evaluation.

Step 1

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

The following tenders shall be automatically disqualified.

- i. Tenders with an arithmetic error of more than 5%, unless the tenderers demonstrate and confirm in writing that they will satisfactorily deliver.
 - ii. Tenders that are frontloaded, unless the tenderer (if successful) agrees with KeMU on interim certificates payment plan that do not disadvantage the employer and enhancement of performance security.
 - iii. Tenders that have errors or inconsistencies in pricing that are significant enough to cause distortion in a successful contractor's cash flow or put the client in a contractually unfavorable or risky position.
3. The Tenderer should have at least 25% of the total tender value in cash assets in the Balance Sheet provided as part of the audited financial statements.

Step 2 and Post Qualification

Kenya Methodist University shall carry out due diligence on the successful tenderer to seek information on the validity and authenticity of the documents submitted by the tenderer prior to tender award.

Any bidder who shall be found to have supplied false or misleading information shall be disqualified and the next lowest tender that has passed Step 1 shall be considered.

Record of unsatisfactory or default in performance obligations in any contract shall also be considered at this stage. This shall include any tenderer with unresolved case(s) in its performance obligations for more

than two (2) months in any contract. These bidders shall be disqualified and the next lowest tender that has passed Step 1 shall be considered.

SECTION VI: STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Tenderer.
2. **Confidential Business Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.
3. **Tender Security Form** - When required by the tender document the Tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
4. **Performance security Form** - The performance security form should not be completed by the Tenderer at the time of tender preparation. Only the successful Tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
5. **Letter of Notification of Award** –The letter shall be written to the successful bidder
6. **Non-Debarment Declaration** – This form must be completed by the Tenderer and submitted with the tender documents.
7. The form should be duly filled and submitted by at least five (5) firms.
8. **Anti-Corruption Declaration** - This form must be completed by the Tenderer and submitted with the tender documents.
9. **Anti-Fraudulent Practice Declaration** -This form must be completed by the Tenderer and submitted with the tender documents.
10. **Tender Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.

FORM OF TENDER

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

Date
TenderNo: KeMU/OT /013/2026

Gentlemen and/or Ladies

1. Having examined the tender documents including Addenda No.....(Insert number). The receipt of which is hereby duly acknowledged, we the undersigned, offer to provide works for proposed routine maintenance of rooftop, podium, bank roof and drainage system for KeMU towers Nairobi Campus in conformity with the tender documents at a total annual sum of Kshs.

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

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

2. We undertake, if our Tender is accepted, to provide works for proposed routine maintenance of rooftop, podium, bank roof and drainage system for KeMU towers Nairobi Campus in accordance with the delivery schedule specified in the schedule of requirements.
3. We agree to abide by this Tender for a period of 180 days from the date fixed for tender opening as per the instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 20

(Signature) (In the capacity of)

Duly authorized to sign tender for and on behalf of

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

A Tenderer who gives false information will be disqualified.

Part 1 – General:

Business Name -----

(Attach copy of certificate of Incorporation or Registration Certificate)

Location of Business -----

Plot No. ----- Street/Road ----- Postal Address -----

Tel.No ----- Email Address ----- Nature of Business -----

Current Trade Licence No. ----- Expiry date -----

PIN No. ----- VAT No. -----

Attach copy of pin Certificate and copy of VAT certificate

Maximum value of business you can handle at any one time: Sh. -----

Name of your bankers ----- Branch -----

Part 2 (a) – Sole Proprietors

Your name in full -----

Nationality; (State whether Kenyan or Non Kenyan) -----

Part 2(b) – Partnership:

Give names of partners as follows:

Name	PIN No.	Nationality	Shares
1. -----	-----	-----	-----
2 -----	-----	-----	-----
3 -----	-----	-----	-----

Part 2(c) – Registered Company

Private or Public

Give Details of all Directors as follows:

Name	PIN No.	Nationality	Shares
1. -----	-----	-----	-----
2 -. -----	-----	-----	-----
3 -. -----	-----	-----	-----
4 . -----	-----	-----	-----

Signed ----- Date -----

(Authorized signatory of the firm)

TENDER SECURITY FORM

Whereas _____ (name of the Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated _____ for the provision of _____ KNOW ALL PEOPLE by these presents that WE _____ of _____ having our registered office at _____ (hereinafter called "the Bank"), are bound unto KeMU in the sum of _____ for which payment well and truly to be made to the said KeMU, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 2019.

THE CONDITIONS of this obligation are: -

1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender form; or
2. If the Tenderer, having been notified of the acceptance of its Tender by **KeMU** during the period of tender validity fails or refuses to execute the Contract form if required; or fails or refuses to furnish the performance security in accordance with the Instructions to Tenderers;

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

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Seal and signature of the bank)

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

**Vice Chancellor
P. O. Box 267-60200 MERU**

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)

FOR: Vice Chancellor

ANTI-CORRUPTION DECLARATION

We (**insert the name of the company / supplier**)
declare and guarantees that no offer, gift or payment consideration or benefit of any kind,
which constitutes an illegal or corrupt practice, has been or will be made to anyone by
our organization or agent, either directly or indirectly, as an inducement or reward for
the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply:

- (a) The person shall be disqualified from entering into a contract for the procurement
- (b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KeMU.
- (c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KeMU may have.

Name.....Signature.....

Date.....

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

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

Name.....

Signature.....Date.....

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

We (insert the name of the company/ supplier)

.....
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....

Date.....

Company Seal/Business Stamp

PERFORMANCE SECURITY FORM

To:
[Name of 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 provided*[description of insurance 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 a sum specified therein as
security for compliance with the Tenderer's performance obligations in accordance with
the Contract

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 of
money 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 of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

TENDER QUESTIONNAIRE

Please fill in block letters.

8.1.1 Full names of tenderer

.....
.....

8.1.2 Full address of tenderer to which tender correspondence is to be sent

.....
.....

8.1.3 Telephone/Mobile phone number (s) of tenderer and tenderer designated representative

.....
.....

8.1.4 Official Email address of tenderer and tenderer designated representative

.....
.....

8.1.5 Name of tenderer's representative to be contacted on matters of the tender during the tender period

.....
.....

8.1.6 Details of tenderer's nominated agent (if any) to receive tender notices.
This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

.....
.....
.....
.....

Signature of Tenderer _____

Make copy and deliver to: _____(Name of Employer)

SECTION VII –

BILLS OF QUANTITIES ATTACHED

BILLS OF QUANTITIES

FOR

**PROPOSED ROUTINE
MAINTENANCE OF ROOFTOP,
PODIUM, BANK ROOF AND
DRAINAGE SYSTEM FOR KeMU
TOWERS NAIROBI CAMPUS**

FOR

**KENYA METHODIST UNIVERSITY
KeMU TOWERS NAIROBI CAMPUS**

August, 2026

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	KeMU Towers roof top, 18th floor, podium & coop bank				
1	ELEMENT No. 1 PRELIMINARIES AND GENERAL ITEMS				
A.	NOTE: (ALL PROVISIONAL) The tenderer is advised to visit the site before pricing and ascertain the nature of the existing buidlings and services. No claims arising from the tenderer's ignorance will be enterained PRICING RATE The tenderer shall include for all cost in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of contract and taxes PRELIMINARY AND GENERAL ITEMS The contractor is to comply with all Local Regulations and by laws of the County Government, including all necessary approvals to the restoration works e.g these include but not limited to Architectural plan/approvals, National Construction Authority (NCA) National Environmental Management Authority (NEMA), County Government fee, e.t.c DEMOLITIONS AND ALTERATIONS All demolitions must be carried out with utmost care to avoid damages to adjoining works Materials arising from demolitions will not be used in permanent works without express written permission from the Project Manager. All salvaged materials shall become the propety of KEMU. The tenderer shall allow in his rates the cost of transporting all the arising debris away from site or as directed by the Project Manager and the cost of making good disturbed surfaces	ITEM	1		
		ITEM	1		

F.	The items of demolitions and removal shall include shoring marking good disturbed surfaces to match existing and loading and carting away debris unless otherwise specified	ITEM	1		
TOTAL FOR PRELIMINARIES & GENERAL ITEMS CARRIED TO COLLECTION					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	KeMU Towers roof top, 18th floor, podium & coop bank				
1	ELEMENT No. 1 PRELIMINARIES AND GENERAL ITEMS				
	HOARDING				
A.	The contractor shall enclose the site or part of the works under construction; Allow a provision for acquiring parking space for loading and offloading and barricading with safety tape during the work period.	ITEM	1		
	ADJOINING PROPERTY				
B.	Take all necessary precautions to prevent damage to adjoining property. Any damage occurring must be made good to the satisfaction of KeMU of the adjoining property at the contractor's expense.	ITEM	1		
	INSURANCE				
C.	The contractor shall be responsible for and shall take out appropriate covers among other risks personal injury; loss of or damage to the works; materials and plant and loss of or damage to property.	ITEM	1		
	SAFETY				
D.	The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include safety helmets, gloves, goggles, earmuffs, gumboots, safety boots, overall etc according to the type of work. The contractor shall ensure that safety clothing/helmets are worn by all staff on site at all times.	ITEM	1		
E.	Mobilisation and demobilisation of workmen, tools and equipments e.g Scaffolding, etc	ITEM	1		

TOTAL FOR PRELIMINARIES & GENERAL ITEMS CARRIED TO COLLECTION					
COLLECTION					
Brought forward from page 2					
Brought forward from page 3 Above					
TOTAL FOR PRELIMINARIES & GENERAL ITEMS CARRIED TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	KeMU Towers roof top, 18th floor, podium & coop bank				
2	ELEMENT No. 2 DECLOGGING OF DOWNPIPES & DRAINAGE SYSTEM AT ROOF TOP.				
A.	Mechanically extract accumulated wastes from the drainage pipes; (declogging of downpipes system at roof top.)	NO	11		
B.	Declog the inspection chambers silt and blockage materials and flush out connections to manholes	NO	11		
C.	Declog the manholes and desilt including flushing out interconnecting pipings at ground floor and lower basement (basement 3)	NO	13		
D.	Pumping out water or bailing out silted water at the sump tank	ITEM	1		
E.	Desilting sump tank, open channels in upper, middle & lower basement (basement 1,2 &3) and cart away silt	NO	3		
F.	Mobilise tools & materials to rod open the (100mm) 4inch down pipes including flushing by pumping in water to down pipes all to the inspection chamber. Cost includes brushing out pipe walls for any sticky blockage.	NO	11		

G.	Allow for installation of (100mm) 4inch squire inspection chambers and general repair of chamber inside	NO	11		
H.	Supply and fix 300mm round fulbora sieve system to all water collection openings. Including sealing bases in bituminous compound.	NO	11		
TOTAL FOR DECLOGGING OF DOWNPIPES & DRAINAGE SYSTEM AT ROOF TOP CARRIED TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	KeMU Towers roof top, 18th floor, podium & coop bank				
3	ELEMENT No. 3 DECLOGGING OF DOWNPIPES & DRAINAGE SYSTEM AT PODIUM & COOP BANK.				
A.	Mechanically extract accumulated wastes from the drainage pipes; (declogging of downpipes system at roof top.)	NO	20		
B.	Declog the inspection chambers silt and blockage materials and flush out connections to manholes	NO	20		
C.	Mobilise tools & materials to rod open the (100mm) 4inch down pipes including flushing by pumping in water to down pipes all to the inspection chamber. Cost includes brushing out pipe walls for any sticky blockage.	NO	20		
D.	Allow for installation of (100mm) 4inch squire inspection chambers and general repair of chamber inside	NO	20		

E.	Supply and fix 300mm round fulbora sieve system to all water collection openings. Including sealing bases in bituminous compound.	NO	20		
F.	Allow for installation of new 18inch squire inspection chambers and general repair of chambers inside and replacement of manhole covers.	NO	6		
TOTAL FOR DECLOGGING OF DOWNPIPES & DRAINAGE SYSTEM AT PODIUM & COOP BANK CARRIED TO SUMMARY					

ITEM	DESCRIPTION	UINT	QTY	RATE	AMOUNT
	KeMU Towers roof top, 18th floor, podium & coop bank				
4	ELEMENT No. 4 REPAIRS OF ROOF TOP & 18TH FLOOR.				
A.	Allow a provisional sum for CAREFULLY REMOVING OFF tattered synthetic rubber and dispose of as per NEMA regulations on disposal of synthetic rubbers (waste management regulations 2006) at roof top and prepare the surface to receive new water proofing system.	SM	560		
B.	Supply adhesive sealant and inject into minor fissures as and expansion joint as SIKAFLEX Pro 3 or equally approved primed with SIKAFLEX Primer - 3N.	LM	100		

C.	Supply, prepare and apply by trowelling, spraying or brushing water treatment compound as Sika top 130 or SikaCEM first seal 102 or equally and approved products base treatment, in three coats each coat spread as per manufactures approval 2kg/m ² .	SM	560		
D.	Supply and lay APP MEMBRANE or any other equal and approved modified bituminous waterproofing membrane in adhesive and rolled to stick.Allow 100mm laps at joints torched to stick including 300mm skirting.	SM	85		
E.	Allow for termination treatment around fulbora surround	NO	11		
TOTAL FOR REPAIRS OF ROOF TOP & 18TH FLOOR CARRIED TO COLLECTION					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	KeMU Towers roof top, 18th floor,podium & coop bank				
4	ELEMENT No. 4 REPAIRS OF ROOF TOP & 18TH FLOOR.				
A.	Terrazzo floor finish 32mm thick cement/sand wood floated to receive terrazzo finish (m.s) with plastic dividing strips 32 x 3mm; 1200mm centre to centre both ways laid to slope as directed.	SM	475		
B.	20mm thick terrazzo floor finish; polished on screeded beds (m.s) to screeded floors and 100mm high skirting rounded junction with wall finish and coved junction with floor.	SM	475		

C.	Allow a provisional sum of CAREFULLY removing all the roof covers & gutters as directed on site and prepare the area to receive new roof covers.	SM	145		
D.	Supply and fix gauge 28 IT 5 roofing iron sheets coloured laid to Z purlins spaced at 1.5m space of trusses fixed with roofing nails and neoprene washer; washers and caps.	SM	145		
E.	450mm wide wall flashing one end grouted into groove in masonry with and including cement/sand (1:3) mortar other end tucked in roofing sheets.	LM	34		
	Rain water disposal				
F.	UPVC plastic 200mm diameter gutter jointed in mastic & fixed to wall/rafter trusses with brackets at 1000mm centre to centre.	LM	15		
G.	Extra over gutter for stopped ends	NO	4		
H.	Extra over gutter for outlets	NO	4		
TOTAL FOR REPAIRS OF ROOF TOP & 18TH FLOOR CARRIED TO COLLECTION					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	KeMU Towers roof top, 18th floor, podium & coop bank				
4	ELEMENT No. 4 REPAIRS OF ROOF TOP & 18TH FLOOR.				
A.	UPVC plastic 150mm diameter down pipe jointed in mastic & fixed to wall/rafter trusses with brackets at 1000mm centre to centre.	LM	12		
B.	Extra over down pipe for swan neck	NO	4		
C.	Extra over down pipe for shoes	NO	4		

D.	Metal ladder, doors & crane rails Allow a provisional sum for sundries as cutting, welding, bolts & nuts, hinges, approved ironmongery include locks, pinning lugs e.t.c doors & metal ladder	ITEM	1		
E.	Scrub and dust off loose paint works prepare and apply two finishing coats of first grade super gloss paint to metal surfaces; Doors, Ladder & Crane rails.	ITEM	1		
F.	CRACKS (WALLS) Allow a provisional sum of Carefully removing /hacking 20mm thick cement/sand plaster on and around the crack surfaces as directed on site and prepare the surface to receive new wall plaster.	SM	30		
G.	Cut chase in wall insert 10mm diameter steel bar reversely along cracks with bars stretching 300mm on each side of cracks, cracked in opposite directions in both ends, spaced at 300mm on centres including filling with cement/sand mortar.	LM	10		
H.	Scrub and dust off loose paint prepare and apply three coats of first grade vinyl silk / wall sheen emulsion paint to wall surfaces "CROWN"	SM	805		
TOTAL FOR REPAIRS OF ROOF TOP & 18TH FLOOR CARRIED TO COLLECTION					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	KeMU Towers roof top, 18th floor, podium & coop bank				
4	ELEMENT No. 4 REPAIRS OF ROOF TOP & 18TH FLOOR.				
	COLLECTION				
	Brought forward from page 6				

	Brought forward from page 7				
	Brought forward from page 8				
TOTAL FOR REPAIRS OF ROOF TOP & 18TH FLOOR CARRIED TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	KeMU Towers roof top, 18th floor, podium & coop bank				
5	ELEMENT No. 5 REPAIRS OF PODIUM & COOP BANK.				
A.	Allow a provisional sum for CAREFULLY REMOVING OFF tattered synthetic rubber and dispose of as per NEMA regulations on disposal of synthetic rubbers (waste management regulations 2006) at roof top and prepare the surface to receive new water proofing system.	SM	1524		
B.	Supply adhesive sealant and inject into minor fissures as and expansion joint as Sika Flex Pro 3 or equally approved primed with Sika Primer - 3N.	LM	400		
C.	Supply, prepare and apply by trowelling, spraying or brushing water treatment compound as Sika top 130 or SikaCEM first seal 102 or equally and approved products base treatment, in three coats each coat spread as per manufactures approval 2kg/m ² .	SM	1524		

D.	Supply and lay APP MEMBRANE or any other equal and approved modified bituminous waterproofing membrane in adhesive and rolled to stick.Allow 100mm laps at joints torched to stick including 300mm skirting.	SM	1524		
E.	Allow for termination treatment around fulbora surround	NO	20		
TOTAL FOR REPAIRS OF PODIUM & COOP BANK CARRIED TO COLLECTION					

ITEM	DESCRIPTION	UINT	QTY	RATE	AMOUNT
	KeMU Towers roof top, 18th floor,podium & coop bank				
5	ELEMENT No. 5 REPAIRS OF PODIUM & COOP BANK.				
A.	Acoustic ceiling finish Removal of defective acoustic panel ceiling	SM	36		
B.	Allow for supply and fix mineral fibre acoustic panel 600 x 600mm grid suspended consisting of main runner and cross tee to match the existing ceiling	SM	36		
C.	450mm wide wall flashing one end grouted into groove in masonry with and including cement/sand (1:3) mortar other end tucked in roofing sheets.	LM	45		
D.	UPVC plastic 150mm diameter down pipe jointed in mastic & fixed to wall/rafter trusses with brackets at 1000mm centre to centre.	LM	18		
E.	Extra over down pipe for swan neck	NO	6		

F.	Extra over down pipe for shoes	NO	6		
	PARAPET WALLS 75mm thick weathered to throated sandled back copping				
G.	300mm wide for 200mm thick walling	LM	70		
H.	Scrub and dust off loose paint prepare and apply three coats of first grade vinyi silk / wall sheen emulsion paint to wall surfaces "CROWN"	SM	196		
TOTAL FOR REPAIRS OF PODIUM & COOP BANK CARRIED TO COLLECTION					

ITEM	DESCRIPTION	UINT	QTY	RATE	AMOUNT
	KeMU Towers roof top, 18th floor,podium & coop bank				
5	ELEMENT No. 5 REPAIRS OF PODIUM & COOP BANK.				
	COLLECTION Brought forward from page 10 Brought forward from page 11				
TOTAL FOR REPAIRS OF PODIUM & COOP BANK CARRIED TO SUMMARY					

SUMMARY

BILL NO.	DESCRIPTION	FOR OFFICIAL USE ONLY AMOUNT	FOR TENDERER USE ONLY AMOUNT
1	PRELIMINIARIES & GENERAL ITEMS		
2	DECLOGGING OF DOWNPIPES & DRAINAGE SYSTEM AT ROOF TOP.		
3	DECLOGGING OF DOWNPIPES & DRAINAGE SYSTEM AT PODIUM & COOP BANK.		
4	REPAIRS OF ROOF TOP & 18TH FLOOR		
5	REPAIRS OF PODIUM & COOP BANK		
TOTAL FOR SUMMARY CARRIED TO FORM OF TENDER			

NOTE:

The tenderer is advised to visit the site before pricing and ascertain the nature of the existing buildings and services. No claims arising from the tenderer's ignorance will be entertained.

PRICING RATE

The tenderer shall include for all cost in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of contract and taxes.

AMOUNT IN WORDS. Kenya Shillings

Tenderer's Name/Signature & Contact/Official stamp

Address

Date

Witness Name/Signature & Contact

Address

Date