



KENYA METHODIST UNIVERSITY
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TENDER

DOCUMENT FOR

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
PASSENGER LIFTS INSTALLATIONS FOR
KeMU TOWERS-NAIROBI**

TENDER No: KeMU/OT/010/2026

SITE VISIT DATE: THURSDAY 3rd SEPTEMBER, 2026 AT 11:00 AM

Nairobi Campus
Venue: Registrar Boardroom 7th Floor KeMU Towers Nairobi

CLOSING DATE: TUESDAY 15th SEPTEMBER, 2026 AT 11:00 AM

MERU-MAIN CAMPUS
Venue: 1st floor of the Administration Block.
MERU-MAUA HIGHWAY

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SECTION I: INVITATION FOR TENDERS

TENDER NO: KeMU/OT/010/2026: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF PASSENGER LIFTS INSTALLATIONS FOR KeMU TOWERS-NAIROBI.

1. **KeMU** invites registered suppliers to submit sealed bids for Supply, installation, testing and commissioning of passenger lifts installations for KeMU Towers-Nairobi. 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 4.00 p.m. every day from Monday to Friday.
2. 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.
3. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for (180) days from the date of opening of tenders.
4. All Tenders must be accompanied by a tender Security of **2% of the tender price quoted**.
5. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
6. **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: Thursday 3rd September, 2026

Time: 11.00am

Venue: Registrar Boardroom 7th Floor KeMU Towers Nairobi

7. 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.**

8. 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 **Tuesday, 15th September 2026 at 11.00 a.m.**
9. The tenders will be opened immediately after the closing date and time on **Tuesday, 15th 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.

10. Late tenders will be rejected

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.
- 2.1.5 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.

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) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) 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 **Tuesday, 15th 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 **Tuesday, 15th September 2026 at 11.00 a.m. in KeMU Main Campus ADH 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 **Tuesday, 15th 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 restricted to the qualified registered firms for KeMU/OT/010/2026: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF PASSENGER LIFTS INSTALLATIONS FOR KeMU TOWERS-NAIROBI.
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: Tuesday, 15th 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 on a company letterhead 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 fill, sign and stamp the Bills of Quantities in the format provided 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. All blank spaces must be filled with the information required.	
4.	Bidders must fill, sign and stamp Certificate of Tender Questionnaire Form	
5.	Bidders must fill, sign and stamp Non-Debarment Form	
6.	Bidders must fill, sign and stamp Form of Equipment	
7.	Bidders must fill, sign and stamp Anti-Fraudulent form	
8.	Bidders must Provide a Manufacturers Authorization Form/Letter signed and stamped by the manufacturer addressed to Kenya Methodist University	
9.	Bidders must fill, sign and stamp Anti-Corruption Declaration	
10.	Bidders must provide Tender Security of 2% of the price quoted in form of a Bank Guarantee from a reputable financial institution regulated by Central Bank of Kenya or an Insurance Company approved by IRA valid for 180 days from the date of tender submission.	
11.	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 & 2025). The audited accounts must be stamped by the auditing firm and signed by the Lead Auditor and Director(s) of the company for authentication purposes.	
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 current annual practicing license with National Construction Authority (NCA) for Building Works Category NCA 4 and above in Electrical Works. (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

The Procuring Entity shall consider the Technical Proposal of the Tenderers who have been found responsive. The Procuring Entity shall allocate scores for each criterion on the Table of Scores below. The Procuring Entity will evaluate the Technical Proposals of all tenders that pass Preliminary examination for Determination of Responsiveness using the following criteria and scoring system as indicated below.

In order to comply with provisions of Instruction to Tenderers, the tenderers shall be required;

- a) To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;
- b) On compliance with Technical Specifications, bidders shall supply equipment/items which comply with the technical specifications set out in the bid document. In this regard, the bidders will be required to submit relevant technical brochures/catalogues with the tender document, highlighting (using a highlighter) the Catalogue Number/model of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:
 - (i) Standards of manufacture;
 - (ii) Performance ratings/characteristics;
 - (iii) Material of manufacture;
 - (iv) Electrical power ratings; and
 - (v) All other requirements as indicated in the technical specifications of the bid.

The bid will then be analyzed, using the information in the technical brochures, to determine compliance with key technical specifications for the works/items as indicated in the tender document. Bidders not complying with any of the key technical specifications shall be awarded 0 marks while those meeting all the key technical specifications shall be awarded 40 marks (evaluation committee may add more key requirements from the bid technical specifications).

The tenderer shall also fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Items/Equipment they propose to supply.

The award of points considered in this section shall be as shown below:

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.	Compliance with Technical Specifications	40
2.	Tender Questionnaire	3
3.	Key personnel	12
4.	Contract Completed in the last Five (5) years	9
5.	Schedules of on-going projects	4
6.	Schedule of contractor's equipment	12
7.	Audited Financial Report for the last 3 years	6
8.	Evidence of Financial Resources	9
9.	Name, Address and Telephone of Banks (Contractor to provide)	3
10.	Litigation History	2
	TOTAL	100

The pass-mark under the Technical Evaluation is 70 percent.

The detailed scoring plan shall be as shown in Table 1

DETAILED SCORING MATRIX FOR TECHNICAL EVALUATION (PASSMARK 70%)

Item	Description	Max-points	Points Scored	Score
1.	Compliance with Technical Specifications - Compliant -----40 - Non-compliant-----0 <i>(Note: Tender Evaluation Committee to carryout analysis showing how decision on this requirement has been arrived at)</i>		40	
2.	Tender Questionnaire Form - Completely filled ----- 3 - Not filled-----0		3	
	KEY PERSONNEL (Attach Evidence) Director of the firm - Holder of degree in relevant Engineering field ----- 4 - Holder of diploma in relevant Engineering field ----- 3 - Holder of certificate in relevant Engineering field----- 2 - Holder of trade test certificate in relevant Engineering field -----1 - No relevant certificate-----0	4	12	
	At least 1No. degree/diploma holder of key personnel in relevant field - With over 10 years relevant experience----- 4 - With over 5 years relevant experience----- 2 - With under 5 years relevant experience -----1	4		

3.	At least 1No certificate holder of key personnel in relevant field - With over 10 years relevant experience----- 2 - With over 5 years relevant experience-----1 - With under 5 years relevant experience -----0.5	2		
	At least 2No artisan (trade test certificate in relevant field) - Artisan with over 10 years relevant experience----- 2 - Artisan with under 10 years relevant experience -----1 - Non skilled worker with over 10 years relevant experience ----- 0	2		
4.	Contracts completed in the last five (5) years (Max of 3No. Projects)- Provide Evidence - Project of similar nature, complexity or magnitude----- 3 - Project of similar nature but of lower value than the one in consideration -----2 - No completed project of similar nature----0	9	9	
5.	On-going projects – Provide Evidence - No of Projects of similar nature, complexity and magnitude----- 4 - Three and below Projects of similar, nature complexity and magnitude----- 3 - Four and above Projects of similar nature, complexity and magnitude----- 2	4	4	
6.	Schedule of contractor's equipment and transport (proof or evidence of ownership/Lease)			
	a) Relevant Transport - Means of transport (Vehicle) ----- 6 - No means of transport-----0		6	
	Relevant Equipment - Has relevant equipment for work being tendered-----6 - No relevant equipment for work being tendered---- 0		6	
7.	Financial report			
	a) Audited financial report (last three (3) years) Average Annual Turn-over equal to or greater than the cost of the project -- -----6		6	

	• Average Annual Turn-over above 50% but below 100% of the cost of the project ----- 3 - Average Annual Turn-over below 50% of the cost of the project 1			
	b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc) • Has financial resources to finance the projected monthly cash flow for three months-----9 • Has financial resources equal to the projected monthly cash flow*----- 6 • Has financial resources less the projected monthly cash flow* ----- 3 - Has not indicated sources of financial resources 0		9	
	c) Name, Address and Telephone of Banks (Contractor to provide) - Information Provided -----3 - No Information Provided----- 0	3	3	
8.	d) Litigation History - Duly Filled----- 2 - Not filled----- 0	2	2	
9.	TOTAL	100	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: -

- Checking arithmetical errors in computation and summation;
- Price components of the Bill of Quantities and unit rates of the tender shall be analyzed to verify completeness of the Bills of Quantities, material deviations, reservations or omissions;
- Ranking of the tenders

The following tenders shall be automatically disqualified.

- 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 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.
2. 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

Over and above the technical evaluation, due diligence will be conducted in attempt to exercise extra reasonable care before engaging any of the bidders. This exercise will seek to establish the physical existence and location of the bidder's firms, physical existence of the past projects undertaken by the bidders as listed in their profiles as well as assurance from previous clients on their involvement with the bidders. As such, this exercise was conducted in 2 stages: (i) Office visit and interviews and (ii) Listed Project Site Visits.

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

Step 3 Recommendation for Award

The successful bidder shall be the tenderer with the lowest evaluated tender price.

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. **Form Equipment:** The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed. A Separate Form shall be prepared for each item of equipment listed or for alternative equipment proposed by the Tenderer.
3. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
4. **Contract Form** - The contract form shall not be completed by the Tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
5. **Confidential Business Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.
6. **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.
7. **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.
8. **Letter of Notification of Award** –The letter shall be written to the successful bidder
9. **KeMU FORM 3: Client Reference Form** — The form should be duly filled and submitted by at least five (5) firms.
10. **Anti-Corruption Declaration** - This form must be completed by the Tenderer and submitted with the tender documents.
11. **Tender Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.
12. **Manufacturers Authorization Form/Letter** - This form/Letter must be completed by the Tenderer and submitted with the tender documents.

8.1 FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

Date of this Tender submission:.....*[insert date (as day, month and year) of Tender submission]*

Tender Name and Identification:.....*[insert identification]*

Alternative No.:.....*[insert identification No if this is a Tender for an alternative]*

To *[Insert complete name of Procuring Entity]*

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]*

Request for Tender No.:

Name and description of Tender [

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: Kenya Methodist University

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum³ of Kenya Shillings *[Amount in figures]* ____ Kenya Shillings *[amount in words]* _____

The above amount includes foreign currency⁴ amount (s) of *[state figure or a percentage and currency]* [figures][words] _____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.

3. We agree to adhere by this tender until *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

This sum should be carried forward from the Summary of the Bills of Quantities.

The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

5. We, the under signed, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document,
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest
 - iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country
 - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*
 - v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
 - vi) Option 1, In case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or
Option2, in case of multiple lots:
 - (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
 - (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
 - vii) Discounts: The discounts offered and the methodology for their application are:
 - vii) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document

We, the under signed, further declare that:

- viii) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
- ix) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
- x) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
- xi) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- xii) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*

vi Option 1, incase of one lot: Total priceis: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or

Option2, in case of multiple lots:

- (c) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
 - (d) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- viii) Discounts: The discounts offered and the methodology for their application are:
 - ix) The discounts offered are: *[Specify in detail each discount offered.]*
 - x) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
 - xi) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - xii) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
 - xiii) One Tender Per Tender: Were not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

- xiv) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xv) Binding Contract: We understand that this Tender, together with your written acceptance there of included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvi) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xvii) Fraud and Corruption: We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xviii) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xix) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from *(specify website)* during the procurement process and the execution of any resulting contract.
- xx) **Beneficial Ownership Information**: We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxi) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict of interest.

(b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.

(a) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

(d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1 - Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer: **[insert complete name of person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: *******[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

Datesigned_____dayof_____,_____ Notes

8.2 FORM EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

8.3 CONTRACT FORM

THIS AGREEMENT is made the _day of_____2026 between KeMU of P. O. Box 267-60200 Meru of the one part and _____(name of Tenderer) of P. O. Box _ (City and country of Tenderer) hereinafter called “the Tenderer”) of the other part; WHEREAS **KeMU invited tenders for KeMU/RT/001/2026: Supply, installation, testing and commissioning of passenger lifts installations for KeMU Towers-Nairobi** has accepted a tender by the Tenderer for the provision of the services in the Grand Total Contract Sum of.....
.....
.....
(Contract price in words and figures) (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement
 - (a) The Tender Form.
 - (b) The Price Schedule Form.
 - (c) Schedule of Requirements.
 - (d) The General Conditions of Contract.
 - (e) The Special Conditions of Contract.
 - (f) Technical Specification.
 - (g) **KeMU** Notification of Award.
 - (h) Letter of Acceptance.
- 3. In consideration of the payments to be made by KeMU to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with **KeMU to Supply, installation, testing and commissioning of passenger lifts installations for KeMU Towers-Nairobi** to remedy defects therein in conformity in all respects with the provisions of the contract
- 4. KeMU hereby covenants to pay the Tenderer in consideration of the provisions of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed:

For KeMU

Signature: _____

Name: _____

Date: _____

For Tenderer

Signature: _____

Name: _____

Date: _____

In the presence of:

Signature: _____

Name: _____

Date: _____

8.4 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)

8.5 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)

8.6 REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*)
of
.....dated the...day of20.....in the matter of Tender
No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address:
Physical address.....Fax No.....Tel. No.....Email, hereby
request the Public Procurement Administrative Review Board to review the whole/part of the
above mentioned decision on the following grounds , namely:-

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.

SIGNED (Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED

Board Secretary

8.7 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

8.8 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

8.9 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)

8.10 TENDER QUESTIONNAIRE

Please fill in block letters.

8.10.1 Full names of tenderer

.....
.....

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

.....
.....

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

.....
.....

8.10.4 Official Email address of tenderer and tenderer designated representative

.....
.....

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

.....
.....

8.10.6 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



KENYA METHODIST UNIVERSITY
OFFICE OF THE REGISTRAR ADMINISTRATION PLANNING & DEVELOPMENT
NAIROBI CAMPUS
PROPOSED FULL LIFTS REPLACEMENT AT KEMU TOWERS.

SCOPE OF WORKS

KENYA METHODIST UNIVERSITY
NAIROBI CAMPUS
KEMU TOWERS,
UHURU HIGHWAY/UNIVERSITY WAY
P.O. BOX 45240 - 00100, NAIROBI.

AUGUST , 2026

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	KeMU Towers Lifts replacement scope of works				
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 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 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				
D.	All demolitions must be carried out with utmost care to avoid damages to adjoining works				
E.	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 property 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 Lifts replacement scope of works				
1	ELEMENT No. 1 PRELIMINARIES AND GENERAL ITEMS				
A.	HOARDING The contractor shall enclose the site or part of the works under construction; Allow a provisional for acquiring parking space for loading and offloading and barricading with safety tape during the work period.	ITEM	1		
B.	ADJOINING PROPERTY 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		
C.	INSURANCE 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		
D.	SAFETY The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include safetyv 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, crane 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 Lifts replacement scope of works				
2	ELEMENT No. 2 LIFTS INSTALLATION				
A.	DEMOLITION /ALTERRATIONS WORKS (ALL PROVISIONAL) All a provisional sum for CAREFULLY REMOVING the existing lifts (Lifts designation 1,2,3&4) and clean the area cart way all the deris as per the instruction on site tp create room/prepare for the new lifts installations.	ITEM	1		
	NEW LIFTS INSTALLATIONS				
B.	SUPPLY; INSTALLATIONS; TESTING & COMMISSIONING of passengers Modern lifts; 1 number serving from upper basement to 17th floor and 3 number serving from ground floor to 17th floor. Complete with all necessary accessories e.g all Electrical works included. KEY FEATURES ARE;- 13 Passengers 1 Number lift 18 stops 3 Number lift 17 stops Gearless drive system 2.5 M/S speed Micro processor based Interior of the lifts Floor finish Artifical granite black But 1 number of the lift serving from upper basement to 17th floor to have both Artifical granite black plus Heavy duty rubber floor mat; Anti-fatigue, Non slip drainage for industrial floor. Wall finish Rear wall;- full height mirror sides of wall;- Hairline stainless steel Ceiling finish Hairline stainless steel and LED line lights	NO	4		
TOTAL FOR LIFTS INSTALLATION CARRIED TO SUMMARY					

SUMMARY

BILL NO.	DESCRIPTION	FOR OFFICIAL USE ONLY AMOUNT	FOR TENDERER USE ONLY AMOUNT
1	PRELIMINIARIES & GENERAL ITEMS		
2	LIFTS INSTALLATIONS		
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 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 trasport, replacing damaged items, fixing, all to comply with the said Conditions of contract and taxes.

AMOUNT IN WORDS. Kenya Shillings

Tenderer's Name/Sigature & Contact/Official stamp

Address

Date

Witness Name/Sigature & Contact

Address

Date