



KENYA METHODIST UNIVERSITY
P.O. BOX 267-60200 – MERU KENYA
TELEPHONE: 254-20-2118423-70 FAX: 064-30937
E-mail: supplies@kemu.ac.ke; website: www.kemu.ac.ke

**TENDER DOCUMENT FOR
PROPOSED CONSTRUCTION OF FOOTBALL PITCH ARTICIAL GRASS 7-A-SIDE.
MAIN CAMPUS**

TENDER No: KeMU/OT/006/2026

CLOSING DATE: TUESDAY 10th APRIL, 2026 AT 11:00 AM

TABLE OF CONTENTS

SECTION I - INVITATION FOR TENDERS..... 4

SECTION II - INSTRUCTIONS TO TENDERERS 5

SECTION III - GENERAL CONDITIONS OF CONTRACT 19

SECTION IV - SPECIAL CONDITIONS OF CONTRACT 24

SECTION IV - SPECIAL CONDITIONS OF CONTRACT 25

SECTION V - QUALIFICATION CRITERIA. 26

Stage 1: Mandatory Requirements..... 26

Stage 2: Technical Evaluation..... 28

Stage 3: Financial Evaluation 33

SECTION VI - SCHEDULE OF REQUIRMENTS..... 34

SECTION VII-STANDARD FORMS.....40

8.1 FORM OF TENDER 41

8.2 PRICE SCHEDULE FORM..... 42

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM 43

8.4 PERFORMANCE SECURITY FORM..... 45

8.5 ANTI-CORRUPTION DECLARATION..... 46

8.6 ANTI-FRADULENT PRACTICE DECLARATION 47

8.7 NON-DEBARMENT DECLARATION..... 48

SECTION I - INVITATION FOR TENDERS

TENDER REF: KeMU/OT/006/2026

**TENDER NAME: PROPOSED CONSTRUCTION OF FOOTBALL PITCH ARTICIAL GRASS 7-
A-SIDE**

- 1.1 Kenya Methodist University invites sealed tenders from eligible candidates for PROPOSED CONSTRUCTION OF FOOTBALL PITCH ARTICIAL GRASS 7- A-SIDE.**
- 1.2 Interested eligible candidates may obtain tender documents from the website www.kemu.ac.ke.
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the **Tender box 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 Friday, 10th April 2026 at 11.00 a.m.****
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at Kenya Methodist university, P. O. Box 267-60200 MERU.

**Vice-Chancellor,
Kenya Methodist University.**

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 Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, Council members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. **The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Confidential Business Questionnaire
- (ix) Performance Security Form
- (x) Anti-Corruption declaration
- (xi) Anti -Fraudulent practice declaration
- (xii) Non-debarment Declaration

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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 tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity 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.

2.6 **Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

2.7 **Language of Tender**

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

2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 **Tender Security- NOT APPLICABLE**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 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
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity 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 2.14 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.

2.16 **Format and Signing of Tender**

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for

unamended printed literature, shall be initialed by the person or persons signing the tender.

- 2.16.3 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.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

- 2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **10th April ,2026**

- 2.17.3 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".

- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **10th April,2026.**

- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 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 the Procuring Entity prior to the deadline prescribed for submission of tenders.

- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity 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.

2.20 **Opening of Tenders**

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 11.00 am **10th April, 2026** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 **Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity 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.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Procuring entity 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.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity 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 effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity 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. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 **Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 **Contacting the Procuring entity**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 **Award of Contract**

(a) **Post-qualification**

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) **Award Criteria**

- 2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

- 2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

- 2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security- APPLICABLE

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - i) The information that specifies and complements provisions of Section II to be incorporated
 - ii) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Indicate eligible tenderers</i>
2.14.1	<i>Not applicable.</i>
2.18.1	<i>Closing date will be 10th April,2026</i>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>N/A</i>

(Complete as necessary)

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 **Performance Security**

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

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity 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

3.8 **Inspection and Tests**

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

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 **Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. **Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 **Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 **Termination for default**

3.16.1 The Procuring entity 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 goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

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

- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 **Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity 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 tenderer may consider termination of the contract.

3.18 **Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.19 **Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 **Force Majeure**

3.20.1 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.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complements provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	NA
3.12.1	Payment is after delivery and acceptance of goods
3.18.1	As per provisions of 3.18

SECTION V - QUALIFICATION CRITERIA.

The applicant shall meet the following criteria EVALUATION STAGES

Stage 1: Mandatory Requirements

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.	
2.	Bidders must prepare, 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 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 the price schedule 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 Anti-fraudulent practice 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 Non-debarment Form in the format provided. All blank spaces must be filled with the information required without altering or substituting the text.	
8.	Bidders must submit copies of certified Audited Financial Statements for the last three (3) years 2022, 2023 & 2024 signed and stamped by a registered auditor	
9.	Bidders must submit current bank statements for the last three months certified by the bank.	

Item	Description	Remarks (Yes/No)
10.	Bidders must submit one original and one copy of the bid document properly bound presentable document and serially paginated sequentially from first page to the last.	
11.	Bidders must submit current registration certificate and annual practicing license with National Construction Authority (NCA) for Building Works Category NCA 7 and above. (Provide copies of Valid Current NCA registration and annual license)	
12.	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.	
13.	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.	
14.	Bidders must submit a copy of Valid Tax Compliance Certificate issued by the Kenya Revenue Authority (Will be verified on the KRA TCC Checker)	
15.	Bidders must submit a valid copy of PIN/VAT Certificate	
16.	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.

Stage 2: 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.	<p>Similar Works: Experience as a main Contractor in construction of sports field and completed within the last five years'</p> <p>Similar works completed in the last five (5) years.</p> <p>5 projects and above successfully completed</p> <p>4 projects and above successfully completed</p> <p>3 projects and above successfully completed</p> <p>2 projects and above successfully completed</p> <p>1 project successfully completed</p> <p>None or no relevant project</p>	<p>15</p> <p>12</p> <p>9</p> <p>6</p> <p>3</p> <p>0</p>	15	
4.	<p>Names and addresses of clients who may be contacted for further information on the completed projects.</p> <p>(In a table format with the following details; Name of the contact person, Firm, Project/Assignment and Contact - Postal Address, E-mail Address, Tel: No. etc).</p> <p>Attach recommendation letters showing satisfactory performance</p> <p>3 Clients and above</p> <p>2 Clients</p> <p>1 Client</p> <p>No Client</p>	<p>10</p> <p>8</p> <p>5</p> <p>0</p>	10	
5.	<p>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.</p> <p><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></p>			

Item	Description	Scoring breakdown	Max-points	Score
	<p>Excavation equipment Transportation Vehicles Grading Machine Pedestral Compaction Machine</p> <p>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</p>	<p>2 3 2 3</p>	<p>10</p>	
<p>6.</p>	<p>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.</p> <p>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).</p> <p>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)</p> <p>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)</p> <p>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). Submission of detailed C.V (1 Points)</i></p> <p>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</p>	<p>8 6 4 2</p>	<p>20 30</p>	

Item	Description	Scoring breakdown	Max- points	Score
7.	<p>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.</p> <p><u>PART A</u></p> <p>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.</p> <p><i>Availability of financial means to meet construction cash flow requirements of 25% of tender sum and above - 5 Points</i></p> <p><i>Inability to demonstrate availability of financial means to meet construction cash flow requirements of 25% of tender sum and above - 0 points</i></p> <p><u>PART B</u></p> <p>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.</p> <p>Demonstrated – 2 points</p> <p>Not demonstrated – 0 points</p> <p><u>PART C</u></p> <p>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</p>	<p>5</p> <p>0</p> <p>2</p> <p>0</p> <p>3</p>	<p>10</p>	<p>31</p>

Item	Description	Scoring breakdown	Max-points	Score
	<p>Has made profits in the years 2022, 2023 & 2024 – 3 points</p> <p>Has made profits in at least two of the three years – 2 points</p> <p>Has made profits in at least one of the three years – 1 point</p> <p>Has not made profits in any of the three years – 0 points</p>	<p>2</p> <p>1</p> <p>0</p>		
8.	<p>Average Annual Construction Turnover</p> <p>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</p> <p>None or lower turnover than 25% of tender sum ...0 points</p> <p>25%-50% of tender sum -- 3 points</p> <p>51% and above of tender sum----- 7 points</p>	<p>0</p> <p>3</p> <p>7</p>	7	
9.	<p>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</p> <p>Provided and satisfactory</p> <p>None</p>	<p>2</p> <p>0</p>		
10.	<p>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)</p> <p>No consistent history of court/arbitral award decision against the tenderer</p> <p>Consistent history of court/arbitral award decision against the tenderer</p>	<p>2</p> <p>0</p>	2	
11.	<p>Completeness and clarity of the tender documents</p> <p>Satisfactory</p> <p>Not satisfactory</p>	<p>2</p> <p>0</p>	2	32
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.

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.

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.

Stage 3: Financial Evaluation

CRITERIA OF EVALUATION

The lowest evaluated price for bidders who shall meet all the specification shall be considered for award as long as the prices are established to be within the prevailing market prices.

SECTION VI - SCHEDULE OF REQUIREMENTS

BILL OF QUANTITIES

CONSTRUCTION OF A 7- SIDE FOOTBALL PITCH (size 40000 x 20000mm)					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	NOTE: (GENERAL PRELIMINARIES)				
	PRICING RATE				
A.	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				
B.	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	1	ITEM		
	AREA TO BE OCCUPIED BY THE CONTRACTOR				
C.	The area of the site which may be occupied by the contractor for use of storage and for the purpose of erecting workshops etc, shall be defined on site by the Registrar, A P&D.	1	ITEM		
	WATER AND ELECTRICITY SUPPLY FOR THE WORKS				

D.	The Contractor shall provide at his risk and cost all necessary water, electricity light and power required for use in the works. The Contractor must make his own arrangement for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the Registrar A P&D. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangement for augmenting this supply at his own cost. Nominated Sub-Contractors are to be made liable for the cost of any water or electricity current used and for any installation provided especially for their own use.	1	ITEM		
	HOARDING				
E.	The Contractor shall enclose the site or part of the works under construction with a hoarding 2400mm high consisting of iron sheets on 100 x 50mm timber posts firmly secured at 1800mm centres with two 75 x 50mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant and KeMU's property on the site.	1	ITEM		
TOTAL FOR GENERAL PRELIMINARIES Carried to Grand Summary					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	CONSTRUCTION OF A 7 -A SIDE FOOTBALL PITCH				
A.	Site Preparation; Clear site of all bush, shrub, grass and trees, and cart away from site.	924	SM		
B.	Excavate and remove vegetable top soil average 150mm deep	924	SM		
	SURFACE TREATMENT/WEED GROWTH PREVENTION				
C.	Prepare and apply approved weed killer to the surfaces of excavation.	924	SM		
D.	Provide and lay geotextile material (150 GSM) on the surfaces of excavation.	924	SM		

	FILLING/SUB-BASE				
E.	10mm sized aggregate sub-base mixed with imported laterite filling, solidly compacted to a thickness of 150mm	120	CM		
	SHOCK PAD UNDERLAY				
F.	20mm approved shock pad underlay fixed in accordance with the manufacturer`s instructions under artificial grassing.	800	SM		
	50MM ARTIFICIAL GRASSING				
G.	50mm high quality monofilament fibre artificial turf/grassing for soccer pitches fixed in accordance with the manufacturer`s instructions including proper seaming together of the turf strips, proper stretching and fastening of the turf.	800	SM		
	INFILL FOR ARTIFICIAL TURF				
H.	Round grain silica sand and SBR rubber granules infill to the artificial turf/grass fixed in accordance with the manufacturer`s instructions, including raking in the infill and watering the turf.	800	SM		
	WHITE LINE TURF				
I.	Install white turf as marking lines for the football turf, after consultation and proper dimension measurements for a standard 7-A side football pitch, with the Registrar A P&D approval.	1	ITEM		
	GOAL POSTS, NETS AND CORNER FLAGS				
J.	Provision and installation of goal posts of width 3660mm x 1220mm high from the natural ground level; made of heavy circular hollow metal section, 150mm diameter, with solid horizontal metal stand footing and metal hooks at intervals for hanging of the net, including proper galvanized finishing and white painting.	2	NO		
K.	Soccer nets for goal post of width 3660mm x 1220mm high from natural ground level; made of high quality material, white colour or as instructed by the Registrar A P&D	2	NO		

L.	Flexible plastic sticks with white corner flags or any approved colour, including digging and fixing into the ground at the four corners of the pitch, finished 1500mm high from the natural ground level.	4	NO		
	WIRE MESH FENCING AROUND THE FOOTBALL PITCH PLUS HDPE NET ROOF COVER				
M.	Frame welded wire mesh fencing for football pitch; overall length 120,000mm x 7500mm high made from galvanized or PVC coated mild or stainless-steel wire, with double leaf gate size 1500mm wide x 2400mm high; including excavation, backfilling walling three courses of machine cut natural stone blocks, grouting of the metal posts in concrete with following descriptions;	1	ITEM		
	Wire diameter 5mm; Panel height 2500mm; Panel length 3000mm; Round posts of 60mm diameter x 2.5mm thickness spaced at 1500mm centres and grouted into the ground with concrete.				
	Football pitch Roof covering consisting of HDPE net on steel roof structure with all accessories.				
	EXTERNAL ELECTRICAL SERVICES INSTALLATIONS				
	EXTERNAL STREET LIGHTS AND ASSOCIATED WORKS				
	SUPPLY, DELIVER TO SITE, INSTALL, TEST AND COMMISSION THE FOLLOWING				
	Allow for necessary conduiting and cabling/wiring for all lighting points buried in trenches, complete from their switches and DB in concealed system (NIGER PIPE OR APPROVED EQUAL).				
N.	12 x 400W LED Sport floodlights complete with 8mm pole and adjustable bracket for multiple lamps.	6	NO		
	FURNITURE AND FITTINGS				
	METAL SEATS				
O.	Metal benches, 3000mm long with back rest and seaters 900mm high, galvanized and well painted in approved colour.	6	NO		
TOTAL FOR CONSTRUCTION OF A 7 -A SIDE FOOTBALL PITCH Carried to Grand Summary					

	Address				
	Date				

SECTION VIII- STANDARD FORMS

Notes on the sample 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. **Price Schedule Form:** The price schedule form must similarly be completed and submitted with the tender.
3. **Confidential Business Questionnaire Form:** This form must be completed by the tenderer and submitted with the tender documents.
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. **Anti-Corruption Declaration:** This form must be completed by the Tenderer and submitted with the tender documents.
6. **Anti-Fraudulent Practice Declaration:** This form must be completed by the Tenderer and submitted with the tender documents.
7. **Non-Debarment Declaration:** This form must be completed by the Tenderer and submitted with the tender documents.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to construct a football pitch artificial grass 7- a-side in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
- a. 3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.
3. We agree to a bid by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
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 an on behalf of _____

8.2 PRICE SCHEDULE FORM

S/NO	DESCRIPTION	TOTAL PRICE(VAT INC)
1.	CONSTRUCTION OF A 7- SIDE FOOTBALL PITCH (size 40000 x 20000mm)	

The total cost of the project amount in words inclusive of all applicable taxes and costs quoted for
.....
.....

Signature.....

Email Address.....

Name of authorized representative.....

Company Stamp.....

Telephone/Mobile Number.....

Completion Period.....

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

- You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
- You are advised that it is a serious offence to give false information on this form

Part 1 - General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax

E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

	Part 2 (a) – Sole Proprietor
	Your name in full Age
	Nationality Country of origin
	• Citizenship details
	Part 2 (b) Partnership
	Given details of partners as follows:
	Name Nationality Citizenship Details Shares
	1.
	2.
	3.
	4.
	Part 2 (c) – Registered Company
	Private or Public
	State the nominal and issued capital of company-
	Nominal Kshs.
	Issued Kshs.
	Given details of all directors as follows
	Name Nationality Citizenship Details Shares
	1.....
	2.....
	3.....
	4.....
	5.....
	Date Signature of Candidate

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

The Tenderer shall fill in the Grand Total Contract Sum Inclusive of all relevant applicable taxes and costs. Items for which no rate and/or price is entered by the Tenderer will not be paid for by KeMU when executed and shall be deemed /;covered by the other rates and price.

8.4 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 supply [*description of goods*] (hereinafter called "the Contract").

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

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

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 figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you 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 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.5 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:

The person shall be disqualified from entering into a contract for the procurement

If a contract has already been entered into with the person, the contract shall be voidable at the option of KeMU.

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.....

8.6 ANTI-FRADULENT 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

8.7 NON-DEBARMENT DECLARATION

We (insert the name of the company/ supplier)

.....decl
ares 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

