



## KENYA METHODIST UNIVERSITY

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### TENDER DOCUMENT FOR PROVISION OF LANDSCAPING AND GROUND MAINTENANCE SERVICES

**TENDER NUMBER: KeMU/OT/003/2025**

**CLOSING DATE: TUESDAY 11<sup>th</sup> MARCH, 2025  
AT 11.00 AM**

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## SECTION 1: INVITATION TO TENDER

PROCURING ENTITY	KENYA METHODIST UNIVERSITY
TENDER NAME:	PROVISION OF LANDSCAPING AND GROUND MAINTENANCE SERVICES
TENDER NO:	KeMU/OT/003/2025

1. KeMU invites sealed tenders for the Provision Landscaping & Ground Maintenance Services at KeMU Meru, Nairobi & Mombasa Campus for a period of twelve months subject to renewal upon delivery of satisfactory services.
2. Tendering will be conducted under open competitive tendering method and is open to all qualified and interested Tenderers.
3. Tender documents may be viewed and downloaded for free from the KeMU website [www.kemu.ac.ke](http://www.kemu.ac.ke) Those who download the tender document and intend to submit a bid are required to register their details at the Procurement Officers Office, 1<sup>st</sup> Floor so as to be able to facilitate for any further clarifications or addendum/addenda vide [supplies@kemu.ac.ke](mailto:supplies@kemu.ac.ke).
4. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
5. Completed tenders must be delivered to the address below on or before **11<sup>th</sup> March, 2025, at 11.00am**. Electronic tenders **WILL NOT be** permitted. Tender documents will be deposited in the tender box situated at the entrance of the Procurement office Administration block Building, Meru. Tenders that do not fit in the tender box shall be deposited at the Procurement office, first floor KeMU Main Campus Meru.

6. There shall be a **COMPULSORY SITE VISIT** scheduled as follows:

S/No.	DATE	VENUE
1.	Wednesday 19 <sup>th</sup> February,2025 at 10:00 AM	<b>Mombasa Campus</b> Mombasa Campus Boardroom Along Buxton Narok Road
2.	Friday 21 <sup>st</sup> February,2025 at 11:00 AM	<b>Nairobi Campus</b> Executive Boardroom 7 <sup>th</sup> Floor KeMU Towers
3.	Monday 24 <sup>th</sup> February,2025 at 11.00 AM	<b>Main Campus-MERU</b> ADH Boardroom Administration Block 1 <sup>st</sup> Floor

7. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

Deposit in the Tender Box at:

A. Address for obtaining further information:

Kenya Methodist University,  
Meru-Maua Road,  
P.O BOX 267-60200  
Meru, Kenya.  
E-Mail Address:  
[supplies.kemu.ac.ke](mailto:supplies.kemu.ac.ke)

B. Address for Submission of Tenders.

The Vice Chancellor  
Kenya Methodist University  
P.O BOX 267-60200 Meru, Kenya

## **SECTION II: INSTRUCTIONS TO TENDERER**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide 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 The KeMU University's employees, committee members, University Council 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 KeMU University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KeMU, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 KeMU shall allow the tenderer to review the tender document free of charge.
- 2.2.3 The KeMU shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

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

- (iv) Schedule of Requirements
- (v) Details of Service
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Performance Security Form
- (xi) Declaration Form

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

## **2.4 Clarification of Documents**

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

2.4.2 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 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 via 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, KeMU, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tender**

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

## **2.7 Documents Comprising of Tender**

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

- a) A Tender Form and a Price Schedule completed
- b) Documentary evidence established in accordance with the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security
- d) Confidential business questionnaire.

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall be fixed during the Tenderer'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
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by KeMU within 30 days of receiving the request

## 2.10 Tender Currencies

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

## 2.11 Eligible Tenderers

2.11.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire contract in accordance with the contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender.

2.11.2 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer
- b) Receives or has received any direct or indirect subsidy from another Tenderer
- c) has the same legal representative as another Tenderer
- d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
- e) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation.



- f) has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency.

## **2.12 Validity of Tenders**

2.12.1 Tenders shall remain valid for 180 days or as specified in the invitation to tender after date of tender opening prescribed by KeMU, A tender valid for a shorter period shall be rejected by KeMU as non-responsive

2.12.2 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.

## **2.13 Format and Signing of Tender**

2.13.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.13.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.13.3 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.

## **2.14 Sealing and Marking of Tenders**

2.14.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- a. be addressed to KeMU at the address given in the invitation to tender
- b. bear, tender number and name in the invitation to tender and the words:

**"DO NOT OPEN BEFORE TUESDAY, 11th MARCH, 2025"**

2.14.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —

2.14.3 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.

## **2.15 Deadline for Submission of Tenders**

2.15.1 Tenders must be received by KeMU at the address specified under paragraph 2.15.2 no later than **11th MARCH, 2025 AT 11.00AM.**

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

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

## **2.16 Modification and Withdrawal of Tenders**

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

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

2.16.3 No tender may be modified after the deadline for submission of tenders.

2.16.4 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.

2.16.5 KeMU may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.16.6 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.

## **2.17 Opening of Tenders**

- 2.17.1 KeMU will open all tenders in the presence of tenderers' representatives who choose to attend, at 11.00am on 11th MARCH, 2025" and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.17.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KeMU, at its discretion, may consider appropriate, will be announced at the opening.
- 2.17.3 KeMU will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.18 Clarification of Tenders**

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

## **2.19 Preliminary Examination and Responsiveness**

- 2.19.1 KeMU will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security

may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.19.3 KeMU may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.19.4 Prior to the detailed evaluation 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 is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.19.5 If a tender is not substantially responsive, it will be rejected by KeMU and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.20 Conversion to a Single Currency**

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

## **2.21 Evaluation and Comparison of Tenders.**

2.21.1 KeMU will evaluate and compare the tenders which have been determined to be substantially responsive.

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

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

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

2.21.4 The following evaluation methods 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. Tenders offering to perform longer than KeMU's required delivery time will be treated as non-responsive and rejected.

***b. Deviation in Payment Schedule***

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

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

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

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

**2.22 Contacting KeMU**

2.22.1 Subject to paragraph 2.19, no tenderer shall contact KeMU on any matter relating 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 KeMU in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.23 Award of Contract**

### **a. Post Qualification**

- 2.23.1 KeMU 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.
- 2.23.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the 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 the KeMU will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b. Award Criteria**

- 2.23.4 Subject to paragraph 2.29 the 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.
- 2.23.5 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 or any obligation to inform the affected tenderer or tenderers of the grounds for the KCAU's action. If KeMU determines that none of the tenderers is responsive; KeMU shall notify each tenderer who submitted a tender.
- 2.23.6 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.

## **2.24 Notification of Award**

- 2.24.1 Prior to the expiration of the period of tender validity, KeMU will notify the successful tenderer in writing that its tender has been accepted.
- 2.24.2 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 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.24.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, KeMU will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.25 Signing of Contract**

- 2.25.1 At the same time as KeMU notifies the successful tenderer that its tender has been accepted, KeMU will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.25.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KeMU.
- 2.25.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.26 Performance Security**

- 2.26.1 Within fourteen (14) days of the receipt of notification of award from KeMU, 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 KeMU.
- 2.26.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 or call for new tenders.

## **2.27 Corrupt or Fraudulent Practices**

- 2.27.1 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.

2.27.2 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;

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



## SECTION III: INSTRUCTIONS TO TENDERERS

### Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to professional Landscaping and ground maintenance Firms who have appropriate and valid accreditations.
2.1.4	Anti-corruption Affidavit
2.3.2	The tender document free and can be downloaded from the University website.
2.10.4	Tender Validity Period of 180 days from the closing date.
2.13.3	The clause-by-clause commentary of the technical specifications is provided
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	The tenderer shall prepare two copies of the tender, clearly marking each <b>“ORIGINAL TENDER”</b> and <b>“COPY OF TENDER”</b>
2.18.1	Time, date, and place for bid opening are: 11:00 hours, local time, on Tuesday <b>11<sup>th</sup> March , 2025</b> Place: KeMU, Main Campus: Meru- Maua Road

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	City: Meru Country: Kenya.
2.20	Opening of tender documents will be done in public at the time of closing the tender.
2.22	Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
2.24	The bid evaluation will consider technical factors in addition to cost factors.
2.25	KeMU will NOT grant a margin of preference to goods manufactured in Kenya for the purpose of bid comparison in accordance with the current laws.
2.27.4	The evaluation of the responsive bids will take into account technical factors, in addition to cost factors
2.30	The performance security required will be 10% of the Contract Value.

## SECTION IV: SCHEDULE OF REQUIREMENTS

### 3.1 Particulars

This tender covers the Provision of Landscaping and Ground Maintenance Services for a Period of two (2) years. **Renewal after the first (1st) year shall be based on satisfactory performance.**

Bidders are encouraged to visit the sites for confirmation/clarification of any detail.

No.	Description	Quantity	Delivery Time Start____ End__
1	Provision of Landscaping and ground maintenance Services	As detailed below	24 months from date of award, renewable annually only upon satisfactory performance.

The Contract entails provision of the following:

### SERVICE OUTCOMES EXPECTATION

ELEMENT	REQUIREMENTS	FREQUENCY
Watering	<ul style="list-style-type: none"><li>Provide non-leaking hose pipes in adequate lengths together with sprinklers whose capacity of spreading water horizontally is a radius of 3-5 meters of water to all the grass, ground covers, flowers, hedges, trees, flowerbeds etc</li></ul>	Three Times a week and as and when required

ELEMENT	REQUIREMENTS	FREQUENCY
Flower-beds	<ul style="list-style-type: none"> <li>• In prime areas (e.g. in front of main Administration Block, along walk ways, in existing flower beds vicinity of office blocks, outside cafeteria areas, etc.) and Academic Blocks varieties of flower species (both perennial and annual flowering) shall be maintained. All these prime areas shall be watered during the dry seasons as necessary.</li> </ul>	As necessary
Pruning	<ul style="list-style-type: none"> <li>• General hedge trimming is to be carried out throughout the year. The hedge around the University shall be pruned neatly and regularly. Ground covers are to be cut back from bed edges and shrubs generally pruned as and when necessary. Judiciously remove dead or excessive material in particular the dead flowers and leaves</li> <li>• All rubbish generated during pruning is to be removed from location immediately.</li> </ul>	As necessary
Weeding	<ul style="list-style-type: none"> <li>• Regular weeding to remove all foreigners in the flowers, ground covers, grass, hedges etc. Removal of plastics</li> </ul>	As necessary

ELEMENT	REQUIREMENTS	FREQUENCY
	and other unwanted objects is deemed to be included.	
Mowing	<ul style="list-style-type: none"> <li>• Provide silenced/low noise lawn mowing machines</li> </ul> <p>to cut the grass to a maximum of 2'' in all the lawns</p>	As necessary
Pesticides	<ul style="list-style-type: none"> <li>• Allow for spraying the grass, flowers and all the plants with approved Kenya Bureau of standards pesticides as necessary, works including but not limited to eradication of moles, termites, etc and making good.</li> </ul>	As necessary
Trimming	<ul style="list-style-type: none"> <li>• Clearly and neatly trim hanging branches with power saw. Works includes but not limited to sweeping dry leaves, replacement of dead plants and guiding creepers including provision of tying wires and trimming overgrown hedges/branches to the electric fence wires. Getting necessary permits (to trim/cut trees) from relevant authorities is deemed to be included.</li> </ul>	As necessary
Top dressing	<ul style="list-style-type: none"> <li>• Allow for top dressing with uncontaminated vegetable soil</li> </ul>	As necessary

ELEMENT	REQUIREMENTS	FREQUENCY
	mixed with manure on poorly growing areas in the lawn when and as is necessary	
Dead plants	<ul style="list-style-type: none"> <li>• Allow for replacement of all dead plants, grass, trees and flowers with equivalent or as agreed with client, within the whole compound.</li> </ul>	As necessary
Waste Collection and Sweeping	<ul style="list-style-type: none"> <li>• Works to include carting away and disposing of excess rubbish. Allow for maintenance of grounds, and all hedges nearby. Keeping the flower hedges mowing area in good condition</li> <li>• The contractor shall be responsible for the removal of the day-to-day rubbish accumulated during the maintenance process to the designated areas. All rubbish generated is to be removed from garden areas No stockpiles of leaves and waste are to be left overnight</li> </ul>	As necessary
Paving	<ul style="list-style-type: none"> <li>• All areas of paving are to be kept free of weeds at all time</li> </ul>	As necessary

### Nature of Contract

The Landscaping and Ground Maintenance Services shall normally be required during the **day time only** from Monday to Saturday.

### **Services to be provided by Client**

In order to achieve this objective, the client on its part undertakes to provide an enabling environment, that will enable the service provider minimize costs, through the following: -

- I) An office and store for the equipment.
- II) Changing room for both the males and female workers.

### **Other conditions of Contract**

- III) The contract is renewable upon provision of satisfactory services.
- IV) The services rendered will be paid 30 days after satisfactory services and upon presentation of all relevant payment processing documents.

### **Conditions to be satisfied by the Service Provider**

The services provider shall be expected to fulfill the following conditions: -

- I) Hold current licenses/permits/certificates and approvals to undertake ground maintenance services as set out in the tender.
- II) A dedicated staff to carry out landscaping and ground maintenance as per the requirements.
- III) Undertake to employ only qualified personnel to the satisfaction of client who must have permits from recognized institutions if applicable allowing them to undertake Landscaping and Ground Maintenance Services

- IV) The cost of landscaping shall be established at the beginning of the contract period and any subsequent adjustments to be agreed between the service provider and representatives of the University in writing.
- V) The premises must be kept clean. An inspection shall be undertaken by the sub-committee to ensure the standards are adhered to and that the service providers staff must at all times have identification cards for identification purposes.
- VI) Courtesy and discipline of the staff undertaking the services including refraining from meddling in the University's internal operations and affairs.
- VII) Provides staff undertaking the services to uphold integrity and honesty.

## **ADDITIONAL INFORMATION**

### **1. SCOPE & DELIVERABLES**

- (i) Assess the University premises and determine interior and exterior human resources required to provide landscaping and ground maintenance services.
- (ii) Provide Medical and WIBA Insurance cover for the outsourced staff deployed to work at the University.
- (iii) Provide protective clothing and equipment/materials needed by your staff.
- (iv) Provide quarterly progress reports to the University Management through the department of Central Services or whenever necessary on the outsourced services.



- (v) Manage all Human Resources contract and services needs of the outsourced staff.
- (vi) At all times consult the Registrar Administration Planning & Development on behalf of the University Management.

## 2. EXPECTED OUTCOMES

- (i) A clean and safe work environment for University Staff & Students.
- (ii) Compliance with Work Place Health and Safety OSHA standards.
- (iii) Full co-operation and co-existence with University Staff and Students.

## SECTION V: TENDER EVALUATION CRITERIA

### PRELIMINARY / MANDATORY EVALUATION

No	Evaluation Criteria Description	Requirement
1.	Duly Filled, signed and stamped Form of Tender in the format provided	Mandatory
2.	Duly filled signed and stamped price schedule in the format provided	Mandatory
3.	Copy of Certificate of Registration/Incorporation	Mandatory
4.	Copy of a Valid Tax Compliance Certificate issued by the Kenya Revenue Authority (KRA)	Mandatory
5.	Copy of Current County Government Business License from the region indicating location of Registered Office.	Mandatory
6.	Certified Copy of Valid Certificate of Registration with the Directorate of Company. Occupational Safety and Health Services (DOSHS)	Mandatory
7.	Company organization structure on company letter head showing staff numbers in the current organization structure, key personnel and their qualifications	Mandatory
8.	Provide a declaration in Company's Letterhead duly signed and stamped by the person lawfully authorized that History of Non-performance of a contract did not occur within the last Five (5) years	Mandatory
9.	A written declaration and commitment to the VC that the service provider shall comply with all labour laws and the minimum wage guidelines during the entire period of the contract as provided for in the Labour Institutions Act No. 12 of 2007 and the Regulation of Wages (Agricultural Industry) (Amendment) Order, 2022.	Mandatory
10.	A written commitment and declaration on company's letter head that the service provider shall pay the salaries by 5th of	Mandatory

No	Evaluation Criteria Description	Requirement
	every subsequent month and remittance of statutory deduction by due date.	
11.	Evidence of compliance with NSSF and NHIF for your employees' monthly remittance (certificates of compliance)	Mandatory
12.	An original hard copy of the tender security amounting to 2 % of the tender price from a financial institution regulated by the Central Bank of Kenya or an insurance company regulated by Insurance Regulatory Authority. The tender security must be valid for <b>180 days</b> from the tender opening date.	Mandatory
13.	Power of Attorney authorizing the signatory of the bid to commit the bidder witnessed by a Commissioner of Oaths delegating authority. (Exempt for sole proprietors)	Mandatory
14.	Must submit a duly <b>filled, signed and stamped Confidential Business Questionnaire</b> in format provided – in the format provided.	Mandatory
15.	Duly filled and signed Bidder's Declaration and Integrity Pact	Mandatory
16.	Copy of CR12/ CR13 certificate which must be <b>dated within twelve (12) months</b> from the tender closing date. The CR12/CR13 certificate shall be submitted with <b>copies of Directors ID cards</b> .	Mandatory
17.	Attach copy of a Letter from the bank (in the bank's letterhead) indicating that the firm is currently operating an account. The letter should be dated within six (6) months from the tender closing date.	Mandatory
18.	Mandatory site visit on the date detailed in the tender document (Signed site visit form) is attached.	Mandatory

***Notes to the Mandatory/ Preliminary evaluation criteria above:*** Bidders who do not comply with the above requirements under preliminary evaluation shall be deemed **non-responsive** and hence will be disqualified from further evaluation.

## TECHNICAL EVALUATION CRITERIA

S/N	ITEM DESCRIPTION	WEGHTING (POINTS)
1.	<p><b>Experience</b> Tenderers to provide; Evidence that the firm has offered similar services for the last 5 years and above.</p> <p>a) Attach copies of Contracts for each of the five (5) assignments conducted in the last Five (5) years; <b>(2 marks for each copy of contract)</b></p> <p>b) Reference Letters from each of the five (5) clients listed above informing of the bidder's performance on the client's letterhead. This should also indicate nature of services, contract value and name, email and telephone of the contact person. <b>(2 marks for each reference letter)</b></p>	10 marks
2.	<p>Organization chart with names, qualifications, experience and positions. The chart must include, CEO, Finance, field supervisor and (minimum) 5 ground maintenance staff <b>(5 marks)</b></p>	10 marks
3.	<p><b>No of ground maintenance staff to be deployed</b> Commitment letter to avail minimum 10 ground maintenance staff and supervisor <b>(5 marks)</b></p>	10 marks
4.	<p><b>Qualification of Key Staff</b> Tenderers to provide:</p> <p>a. Management /Team Leaders Bidder to provide CV and supporting academic /professional certificate for the team leader</p> <p><b>Academic /Professional</b></p> <ul style="list-style-type: none"> <li>• Diploma qualification or above<b>(5marks)</b></li> </ul> <p><b>Experience</b></p> <ul style="list-style-type: none"> <li>• 5 years and above<b>(5marks)</b></li> <li>• 1 year and above<b>(2.5 marks)</b></li> </ul>	25 marks

S/N	ITEM DESCRIPTION	WEIGHTING (POINTS)
	<p>b. At least three supervisors with Two years' experience, with certificate and above in housekeeping, hospitality, administrative management or other relevant qualification. Attach CVs supported by academic certificates for each of the supervisor <b>(5 Marks each)</b>.</p>	
5.	<p><b>Ground maintenance Equipment; Tenderers to provide;</b>  <b>Tenderers to provide;</b></p> <p>a. Evidence of adequacy of equipment e.g. lawn mowers, cutters and other equipment's required for the assignment. Attach photographs of the tools for the assignment. <b>(15 marks)</b></p> <p>b. Commitment letter for availability of all general tools and equipment needed for the service. <b>(5 marks)</b></p> <p>c. A written statement of undertaking to use environmental and human friendly products. <b>(5 marks)</b></p> <p>d. An undertaking (written statement) to provide backup equipment and provide assurance of routine and satisfactory maintenance to ensure that they are in good working condition at all times. <b>(5marks)</b></p>	25 marks
6.	<p>Execution Methodology and Work Plan;  A detailed description of approach and work plan for the performance of carrying out the services as below;(2 marks for each)</p> <ul style="list-style-type: none"> <li>• Nature and Frequency of tasks to be undertaken</li> <li>• Weekly Work programme which includes all the operations as listed in the schedule of services</li> <li>• Job description for staff on the ground</li> <li>• On job training (List items of training while on the job)</li> </ul>	20 marks

S/N	ITEM DESCRIPTION	WEIGHTING (POINTS)
	<ul style="list-style-type: none"> <li>• Housekeeping Safety procedures</li> <li>• Distribution of equipment's</li> <li>• Detailed Standard operating procedures on the areas of operation</li> <li>• Deployment of staff to cover stipulated working areas and hours of operation.</li> <li>• Proposed staffing levels</li> <li>• Safety and health procedures in place while undertaking the job</li> </ul>	
7.	<b>Total Score</b>	<b>100 marks</b>
8.	<b>Cut off score</b>	<b>80 marks</b>

## FINANCIAL EVALUATION

Only bidders who score 80 points and above at the technical evaluation stage will be subjected to financial evaluation.

### Stage 1: Financials

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

### Stage 2: Due diligence

Kenya Methodist University shall carry out due diligence on the successful bidder prior to tender award.

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

**SECTION VI - PRICE SCHEDULE**

**PROVISION OF LANDSCAPING AND GROUNDS MAINTENANCE SERVICES FOR A PERIOD OF TWO YEARS.**

All prices inclusive of all relevant costs and taxes as per the below schedule

<b>LANDSCAPING AND GROUNDS MAINTENANCE SERVICES</b>		
<b>LOCATION</b>	<b>MONTHLY TOTAL COST VAT INCLUSIVE</b>	<b>TOTAL COST PER ANNUM VAT INCLUSIVE (KSHS)</b>
1. Meru- Main Campus		
2. KeMU TVET Campus –Meru Town		
3. Greenland		
4. Nairobi Campus-KeMU Hub		
5. Mombasa Campus		
<b>TOTAL</b>		

**SECTION VII – TENDERING FORMS**  
**FORM OF TENDER**

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

**Date**

**TenderNo: KeMU/OT /003/2025**

Gentlemen and/or Ladies

1. Having examined the tender documents including Addenda No.....(Insert number). The receipt of which is hereby duly acknowledged, we the undersigned, offer to provide medical insurance services in conformity with the tender documents at a total annual sum of Kshs.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*(Signature)*

*(In the capacity of)*

Duly authorized to sign tender for and on behalf of



## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part I and either Part 2

(a), 2

(b) or 2

(c) Whichever applies to your type of business.

You are advised that it is a serious offense to give false information on this form

### Part 1- General:

Business Name.....

Plot No.....

Location of Business Premises.....

Street/Road.....

Email address.....

Postal Address.....

Tel No.....

Nature of Business.....

Current Trade license.....

Expiring.....

Maximum Value of Business which you can Handle at Any Given Time:

Ksh.....

Name of Your Bankers.....Branch.....

**Part 2 (a) Sole Proprietor**

Your Name in Full.....

Nationality.....

Country of Origin.....

Citizenship Details.....

**Part 2 (b) Partnership**

Given Details of partners as follows:

Name	Nationality	Citizenship Details
Shares		
.....		
.....		
.....		
.....		
.....		
.....		
.....		

**Part 2 (c) Registered Company**

i. Private or public Company  
.....

ii. State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent) .....

Issued Kenya Shillings (Equivalent) .....

iii. Give details of Directors as follows.

<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>

## LITIGATION HISTORY

Name of Contract Supplier.....

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last one year or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT CURRENT VALUE, KSHS. EQUIVALENT)

**ANTI-FRAUDULENT PRACTICE DECLARATION**

We (insert the name of the company)\_\_\_\_\_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)\_\_\_\_\_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

## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_  
\_\_\_\_\_ *[Name of Procuring Entity]*

for: \_\_\_\_\_

*(Name and number of tender)*

in response to the request for tenders made by:

*[Name of Tenderer]*

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of

\_\_\_\_\_ *[Name of Tenderer]*

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a. Has been requested to submit a Tender in response to this request for tenders;
  - b. could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a. The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b. the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

- 6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. methods, factors or formulas used to calculate prices;
  - c. the intention or decision to submit, or not to submit, a tender; or
  - d. the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
- 7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
- 8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name .....

Title \_\_\_\_\_

*Name, title and signature of authorized agent*