KENYATTA UNIVERSITY TEACHING, REFERRAL & RESEARCH HOSPITAL

PROVISION OF OUTDOOR ADVERTISING SERVICES

TENDER NO:

KUTRRH /TNDR/S/040/POAS/2020-2022

CLOSING DATE: TUESDAY 9TH MARCH, 2021 AT 10.00 A.M.

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SECTION I – INVITATION TO TENDER

Date_23rd February, 2021

TENDER REF NO: KUTRRH /TNDR/S/040/POAS/2020-2022
TENDER NAME: PROVISION OF OUTDOOR ADVERTISING SERVICES

1.1 Kenyatta University Teaching, Referral and Research Hospital **(KUTRRH)** invite sealed tenders from eligible candidates for the Provision of Outdoor Advertising Services. Interested eligible candidates may obtain further information from and inspect the tender documents at KUTRRH during normal working hours.

1.2 A complete tender document may be obtained by interested candidates upon payment of a non-refundable fee of **(One thousand shillings only) Ksh.1,000**/= to be deposited in:-

Bank Name: Kenya Commercial Bank (KCB)
Branch: Thika Road Mall
Account Name: Kenyatta University Teaching, Referral & Research Hospital (KUTRRH)
Account Number: 1258637243

OR

Download free of charge from KUTRRH Website at www.kutrrh.go.ke .Bidders who opt to download **MUST** send their contacts details to procurement@kutrrh.go.ke

Those who buy the tenders are advised to take the banking slip to KUTRRH (Finance – Cash Office) for an official receipt thereafter you can collect the tender documents from Procurement Office, Procurement and Stores Section.

1.3 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) 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 be deposited in the tender box provided at (**Kenyatta University Teaching, Referral & Research Hospital – Procurement Department**) or be addressed to (**KUTRRH P.O. Box 7674 – 00100 GPO Nairobi**) so as to be received on or before**, Tuesday 9th March, 2021 at 10.00 a.m.**

1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at KUTRRH **–Boardroom.**

The Chief Executive Officer
Kenyatta University Teaching, Referral and Research Hospital
P.O. Box 7674 – 00100, GPO
NAIROBI.

SECTION II - INSTRUCTIONS TO TENDERERS

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. KUTRRH employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KUTRRH 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 KUTRRH, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.2.3 KUTRRH shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

i) Instructions to tenderers
ii) General Conditions of Contract
iii) Special Conditions of Contract
iv) Schedule of Requirements
v) Details of service
vi) Form of tender
vii) Price schedules
viii) Contract form
ix) Confidential business questionnaire form
x) Tender security form

xi) Performance security form
xii) Principal's or manufacturers authorization form
xiii) 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 KUTRRH in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. KUTRRH 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 KUTRRH. Written copies of the KUTRRH 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. KUTRRH 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, 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 issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KUTRRH, 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 KUTRRH, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 **Documents Comprising the Tender**

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d)Confidential business questionnaire

2.8 **Form of Tender**

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

2.9 **Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. **A** tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by KUTRRH 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 in Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KUTRRH satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 **Tender Security**

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect KUTRRH against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

b) Cash.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by KUTRRH as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KUTRRH.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by KUTRRH on the Tender Form; or
(b) In the case of a successful tenderer, *if* the tenderer fails:
(i) to sign the contract in accordance with paragraph 30
or
(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by KUTRRH, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KUTRRH as nonresponsive.

2.13.2 In exceptional circumstances, KUTRRH may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and 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 KUTRRH 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** On or before **Tuesday 9th March, 2021 at 10.00 a.m.**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KUTRRH will assume no responsibility for the tender's misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by KUTRRH at the address specified under paragraph 2.15.2 no later than **Tuesday 9th March, 2021 at 10.00 a.m.**

2.16.2 KUTRRH 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 KUTRRH and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 **Modification and withdrawal of tenders**

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 KUTRRH shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 **Opening of Tenders**

2.18.1 KUTRRH will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday 9th March, 2021 at 10.00 a.m.** and in the location specified in the invitation

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

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

2.18.4 KUTRRH will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders KUTRRH may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence KUTRRH in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 **Preliminary Examination and Responsiveness**

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, KUTRRH 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. KUTRRH determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 **Conversion to a single currency**

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

2.22 **Evaluation and comparison of tenders**.

2.22.1 KUTRRH will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

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

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:
(a) ***Operational Plan.***

KUTRRH 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 KUTRRH 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. KUTRRH may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

(b) Legal capacity to enter into a contract for procurement

(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.

2.23. **Contacting KUTRRH**

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

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

2.24 Award of Contract

a) **Post qualification**

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

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

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

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 KUTRRH will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 KUTRRH 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 KUTRRH action. If KUTRRH determines that none of the tenderers is responsive; KUTRRH shall notify each tenderer who submitted a tender.

2.24.5 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 **Notification of award**

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KUTRRH pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

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

2.26 **Signing of Contract**

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

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

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 **Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from KUTRRH, 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 KUTRRH.

2.27.2 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 KUTRRH may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

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

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

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

APPENDIX TO INSTRUCTIONS TO THE 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	Particulars of appendix to instructions to tenderers
The address of submission of tenders:	The Tender submission address is: The Chief Executive Officer, Kenyatta University Teaching, Referral & Research Hospital, P. O. Box 7674-00100 Nairobi
Bulky Tenders	Bulky tenders which will not fit in the tender box shall be delivered to the procurement office, where the deliverer shall sign in a register.
Eligible Tenderers	Open-Outdoor Advertising Licensed Firms
Tender Currencies	All prices shall be quoted in Kenya shillings .
Tender eligibility and qualifications	Open-Outdoor Advertising Licensed Firms
2.14: Tender Security	2% of Total Tender Sum
2.13: Tender Validity	The tender validity is 120 days from the date of submission of the tenders
2.27: Performance Security	10% of contract sum
2.22:Evaluation and Comparison of Tenders	As per the criteria outlined
Sample:	Tenderers shall submit Brochures Bins with the tender document for the purpose of evaluations.
Contract Duration	The contract shall be for six (6) months .

2.3.2	Tender documents with detailed Specifications and Conditions can be downloaded free of charge from the KUTRRH Website (www.kutrrh.go.ke. Hard copies can be obtained from the Procurement Office Monday to Friday between 8.00 a.m. to 4.00 p.m. Bidders who choose to download the tender documents from the website free of charge and immediately email their name and contact details (cell phone number, email, and company name) to: procurement@kutrrh.go.ke for records and communication of any tender clarifications and addenda.
2.5.1	KUTRRH shall send to all prospective tenderers that have received the tender document, written copies of responses to the queries relevant to the bid document or specifications that necessitate additional information for the clarification of the documents. The same shall be posted on our website www.kutrrh.go.ke
2.14.1	Tender Security shall not be required, bidders will be required to fill Tender/Bid Securing Declaration Form.
2.15	Tenders shall remain valid for 120 days from the deadline date of submission of tender.
2.18.1	The day, date and time of closing the tender will be **Tuesday 9th March, 2021 at 10.00 a.m.**
2.19.2	Any withdrawal notice shall NOT be sent by cable or telex but may be sent by email (procurement@kutrrh.go.ke)
2.20.1	Tender will be opened on **Tuesday 9th March, 2021 at 10.00 a.m.**
2.21.1	The request for clarification and the response shall be in writing though the email: procurement@kutrrh.go.ke addressed to; The Chief Executive Officer, Kenyatta University Teaching, Referral & Research Hospital, P. O. Box 7674-00100 Nairobi

EVALUATION CRITERIA FOR– PROVISION SANITARY BINS AND RELATED SERVICES AND CLEANING SERVICES

The method of evaluation will be Merit Numeric scores

	Requirements	**Yes/ No**	**Remarks (Y/N)**
1.	Certificate of Registration/ Incorporation	Mandatory	
2.	Copy of PIN/VAT Certificate indicating Tax Obligations	Mandatory	
3.	Valid Kenya Revenue Authority (KRA) Tax Compliance Certificate	Mandatory	
4.	Submit tender security of 2% of Total Tender sum Payable to KUTRRH	Mandatory	
5.	Copy of valid City, Municipal or County Council license/ Single business permit	Mandatory	
6.	**NSSF** Registration and compliance certificate and payment schedules for the last three months	Mandatory	
7.	**NHIF** Registration and compliance certificate and payment schedules for the last three months	Mandatory	
8.	Proof of compliance with minimum wage guidelines gazette by the Government (Attach a duly certified letter from the Local Labour Office)	Mandatory	
9.	Must serialize/paginate/number the pages of the bid document sequentially on all pages including attachments.	Mandatory	
10.	Duly filled and stamped Confidential Business Questionnaire (Attached)	Mandatory	
11.	Duly filled Anti-Corruption Declaration Commitment Pledge (Attached)	Mandatory	
12.	Must attach a duly signed and stamped Site visit certificate (Evidence of Site Visit Attendance)	Mandatory	
13.	Provide a Certified Bank Statement for the last three(3) months, from the date of applying.	Mandatory	
14.	Dully filled, signed and stamped Bid/Tender Securing Declaration Form	Mandatory	
15.	Bidders must attach a **VALID** certificate of registration with National Treasury of Youth, Women and Persons living with disability.	Mandatory	

B. Evaluation criteria

	Area	**Narrative**	**Max Score**	**Score**
2	Financial Capability	Provide financial evidence -6 months bank statement	20%	
3	Duration tenderer in operation	Attach recommendation letters from inception to current (reference checks)	10%	

4	Management plan- Human Resources	How tenderer will execute the work to include staffing, equipment and supervisions	25%	
4	Organizational structure	Current company setup complete with organogram	10%	
5	Past performance – similar works	Attach evidence LPOs OR delivery notes	35%	
	Total		**100%**	

All the tenders will be evaluated based on the tenderer's capability to provide the services as described in section V1, and other factors that may be reviewed as providing less Low risk in contract performance over the period. Contract will be awarded tenderer who scores **above numeric 70% score** in technical proposal and priced lowest on the evaluated tender.

Note:

1. **Tenderers are required to ensure that all pages of their tender documents are properly serialized and stamped/signed and the document should be properly bound. Loose tender documents will be declared non responsive.**
2. **Blacklisted and suspended firms are not eligible for this procurement.**

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

a) "The contract" means the agreement entered into between **KUTRRH** 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 services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to KUTRRH under the Contract.

d) "KUTRRH" means the organization sourcing for the services under this Contract.

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

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

g) "SCC" means the special conditions of contract

h) "Day" means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

The tenderer shall indemnify KUTRRH against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KUTRRH the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to KUTRRH and shall be in the form of:

a) Cash.

b) A bank guarantee.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit.

3.6.4 The performance security will be discharged by KUTRRH and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KUTRRH.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, KUTRRH may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to KUTRRH.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 **Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its

tender or in KUTRRH request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 **Assignment**

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

3.10 Termination for Default

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

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

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

c) If the tenderer, in the judgment of KUTRRH has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

3.13.2 For the remaining part of the contract after termination KUTRRH may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

KUTRRH and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 Notices

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist KUTRRH 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 KUTRRH and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

a) Information that complement provisions of section III must be incorporated

b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes
3.17	Specify applicable law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by KUTRRH and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.
The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause
The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which KUTRRH delivery obligations start (notice of award).

Terms of Reference (TOR) for Outsourced Cleaning Services.

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of KUTRRH without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract. Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

PRICE SCHEDULE OF SERVICES.

BILLBOARD DISTRIBUTIONS							
S/NO	TOWN	BILLBOARD SITES	SIZE	QTY	DURATION	UNIT PRICE	TOTAL PRICE
1	NAIROBI	Thika Road	12mx18m	1	3months		
2	NAIROBI	Mombasa Road	12mx10m	1	3months		
		Jogoo Road	12mx10m	1	3months		
		Waiyaki Way	12mx10m	1	3months		
		Langata Road	12mx15m	1	3months		
		Nairobi CBD	12mx10m	1	3months		
3	MOMBASA	Mombasa Town	12mx10m	1	3months		
4	KISUMU	Kisumu Town	12mx10m	1	3months		
5	KAKAMEGA	Kakamega Town	12mx10m	1	3months		
6	ISIOLO	Isiolo Town	12mx10m	1	3months		
7	NAKURU	Nakuru Town	12mx10m	1	3months		
8	EMBU	Embu Town	12mx10m	1	3months		
9	NYERI	Nyeri Town	12mx10m	1	3months		
10	GARISSA	Garissa Town	12mx10m	1	3months		
11	NYANDARUA	Nyandarua Olkarau	12mx10m	1	3months		
REGIONAL							
1	UGANDA	Kampala	12mx10m	1	3months		
2	TANZANIA	Dar-Es-Salaam	12mx10m	1	3months		
		Arusha	12mx10m	1	3months		
3	RWANDA	Kigali	12mx10m	1	3months		
4	ETHIOPIA	Addis Ababa	12mx10m	1	3months		
	GRAND TOTAL						

Note:

i. **Prices quoted MUST be inclusive of Printing, delivery to site and Mounting/Hoisting.**
ii. **Bidder Must Attach Available Locations Within Nairobi County, Preferably On Major Roads.**
iii. **Bidder must meet all required approvals for billboards outside Kenya at their cost.**
iv. **Billboards within Nairobi MUST rotate to all sites within three (3) months.**

SECTION VI DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of KUTRRH without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.
Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to KUTRRH pursuant to instructions to tenderers clause 12.3

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modifies accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and KUTRRH in accordance with the instructions to tenderers or general conditions of contract.

4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to KUTRRH and pursuant to the – conditions of contract.

5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

1. FORM OF TENDER

Kenyatta University Teaching, Referral & Research Hospital
P.O. Box 7674 – 00100 GPO
NAIROBI

Tender No: KUTRRH /TNDR/S/040/POAS/2020-2022

Tender Name: Provision of Outdoor Advertising Services

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) …….. the receipt of which is hereby duly acknowledged, we the undersigned, offer Provision of Outdoor Advertising Services under this tender in conformity with the said Tender document for the sum of Kshs:……[Total Tender amount in words]……
……
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide Outdoor Advertising Services in accordance with the conditions of the tender.

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

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

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

Dated this ..... day of…… 2021

…… …….
[Signature] [In the capacity of]

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

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____Tender Number_____. Page ____of _____.

1	2	3	4	5	6	7
Item	**Description**	**Quantity & quality**	**Duration**	**Unit Price**	**Total Price** EXW per item (cols. 4x5)	**Unit Price of other incidental services payable**

Signature of tenderer _____
Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONTRACT FORM

THIS AGREEMENT made the ___day of _____20____between……[name of procurement entity] of …….[country of Procurement entity](hereinafter called "KUTRRH") of the one part and ……[name of tenderer] of …….[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS KUTRRH invited tenders for Provision of Outdoor Advertising Services and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of ……[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    a. the Tender Form and the Price Schedule submitted by the tenderer;
    b. the Details of cover
    c. the General Conditions of Contract
    d. the Special Conditions of Contract
    e. KUTRRH Notification of Award.

3. In consideration of the payments to be made by KUTRRH to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KUTRRH to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. KUTRRH hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_____the _____(for KUTRRH)

Signed, sealed, delivered by_____the _____(for the tenderer)

in the presence of_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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:

1.1: Business Name ……..…….

1.2: Location of business premises ……..….

1.3: Plot No. ……...

1.4: Street/Road ……..……..….

1.5: Postal Address ……..

1.6: Office Tel. No. ……

1.7: Mobile:…….

1.8: Fax No:……..…….

1.9: Email Address:……. …….....

1.10: Nature of business:…….. ……

1.11: Registration Certificate No. ……..……

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

1.13: Name of your bankers ……..…….. Branch ……..…….……

Part 2(a) – Sole Proprietor:

2a.1: Your name in full ……. Age …….

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

Citizenship details……

Party 2(b) – Partnership

2b.1: Give details of partners as follows

2b.2:	Name	Nationality	Citizenship Details	Shares
1.	……	……..	……..	……
2.	……	……..	……..	……
3.	……	……..	……..	……
4.	……	……..	……..	……
5.	……	……..	……..	……

Part 2(c) – Registered Company:

2c.1: Private or public ……..

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

Nominal Kshs.. …… Issued Kshs……..

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

	Name	Nationality	Citizenship Details	Shares
1.	……	……..	……..	……
2.	……	……..	……	……
3.	……	……..	……..	……
4.	……	……..	……..	……
5.	……	……..	……..	……

Date…….. Signature of Tenderer ……

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

Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the KUTRRH Board?
Yes…… No…

3.2: If answer in '3.1' is **YES** give the relationship:…….

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

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

……

……

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

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

……
……

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

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

……

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

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

……

……

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

Date:…….. Signature of Candidate:……..

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

PERFORMANCE SECURITY FORM

To: ……..

[name of KUTRRH]

WHEREAS…….[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No._____[reference number of the contract] dated _____20_____to provide Outdoor Advertising Services ……..

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with *a* bank guarantee by a reputable bank for 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 figures]*,

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …….. *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

_____

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
_____
_____

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

_____
_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*_____
   _____

SIGNED FOR ACCOUNTING OFFICER

OATHS AND STATUTORY DECLARATION FORM

PUBLIC OF KENYA OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT NO. 33 OF 2015

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

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

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

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

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

SWORN at…… by the said}

……}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this…… day of …….. 2021}

}

} _____

} DEPONENT

Before me }

}

}

}

Commissioner for Oaths }