TENDER DOCUMENT

PROVISION OF CLEANING FUMIGATION AND PEST

CONTROL SERVICES UUT/08/2027/2028

UMMA UNIVERSITY

ALONG KAJIADO-NAMANGA ROAD

P.O. BOX 713–01100

KAJIADO

Email: info@umma.ac.ke

Tender Closing Date &Time: Wednesday, 2nd DECEMBER, 2026 AT 10.00 A.M

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1 SECTION I – INVITATION TO TENDER

Tender Ref No.UUT/08/2027/2028

Tender name: TENDER FOR PROVISION OF CLEANING, FUMIGATION AND PEST CONTROL SERVICES

1.1 Umma University invites sealed tenders from interested eligible candidates from Kenya; for the provision of cleaning services (2 years) for financial year ending 31st December 2028.

1.2 Interested tenderers may view/obtain/download tender documents at **umma.ac.ke** Suppliers/ service providers must pay a non – refundable fee of Kshs 1,500 and register with the procurement department at procurement@umma.ac.ke. Attach a payment receipt payable at Kenya commercial bank Umma University account number **1198158468,** clearly indicating payment for type of tender document or obtain further information from and inspect the tender documents at:

Procurement Department
Umma University
Along Kajiado-Namanga Road
P.O. Box 713 – 01100
Kajiado
During normal working hours on Monday to Friday between 0800hrs to 1700hrs
Candidates who download the tender documents **must** register their details with the Umma University via email to the email addresses procurement@umma.ac.ke in order to receive any clarifications and/or addenda.

1.3 Prices quoted should be net inclusive of all taxes and satisfactory delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of one hundred and twenty (120) days from the closing date of the tender.

1.4 Completed tender documents are to be closed in plain sealed envelopes, clearly labeled **"Tender for provision of Cleaning, Fumigation and Pest Control Services– No: UUT/08/2027/2028" with the instructions "do not open before 2nd December 2026 a t 10:00hrs" and addressed to:**

The Vice Chancellor
Umma University
Along Kajiado-Namanga Road
P.O. Box 713 – 01100
Kajiado

Must be deposited in the tender box provided at
Reception, Umma University

Along Kajiado-Namanga Road
P.O. Box 713 – 01100
Kajiado

So as to be received on or before **24th November 2026 a t 10:00hrs.**

1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at

Umma University
Boardroom
Along Kajiado-Namanga Road
P.O. Box 713 – 01100
Kajiado

FOR: Vice Chancellor

2 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. The tenderer 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 Tenderer 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 Umma 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.

2.1.3. If the tenderer is 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 Umma University, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3 Contents of tender 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. Declaration form – statement that the tenderer will not partake any corrupt, fraudulent or unethical activities or cause undue influence to the outcome of the tender.

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 or 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. Umma University shall reply to any clarifications sought by the tenderer immediately upon 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, Umma University, 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. The tenderer 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 the tenderer reasonable time in which to take the amendment in to account in preparing its tender, Umma University, at its discretion, may extend the deadline for the submission of tender.

2.6 Language of tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Umma University, 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 section ii– Standard forms.
B) Documentary evidence established in accordance with clause2.11that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
C) Confidential business questionnaire.

2.8 Form of Tender

The tenderer 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 clause2.22.

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 the procuring entity 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 Tenderer eligibility and qualifications

2.11.1. Pursuant to clause2.1 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 Tenderer's qualifications to perform the contract if its tender is accepted shall establish to Umma University's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender security

2.12.1. For this tender the tenderer is required to furnish, 2.5% of contract price as part of its tender, a tender's security for the amount and form specified in the invitation to tender.

2.13 Validity of Tenders

2.13.1. Tenders shall remain valid for **one hundred and twenty (120) days** or as specified in the invitation to tender after date of tender opening prescribed by Umma University, pursuant to clause2.18. A tender valid for a shorter period shall be rejected by Umma University as non-responsive.

2.13.2. In exceptional circumstances, Umma University 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 clause 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 Umma University at the address given in the invitation of ender;
Or
B) Bear, tender number and name the invitation to tender and the words: "**DO NOT OPEN BEFORE 2ND DECEMBER 2026** at **10:00 A.M**

2.15.2. 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".

2.15.3. If the outer and inner envelopes are not sealed and marked as required by clauses2.15.1 and 2.15.2, Umma University will assume no responsibility for the tender's misplacement or Pre-mature opening.

2.16 Deadline for submission of tenders

2.16.1. Tender must be received by Umma university at the address specified in the invitation to Tender, not later than **Do Not Open Before 2nd December 2026** at **10:00 A.M**

2.16.2. Umma University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with clause 2.5, in which case all rights and obligations of Umma University 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 Umma University.

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' sis received by Umma University 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 ofclause2.15. 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 Tenderers forfeiture of its tender security, pursuant toclause2.12.7.

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

2.18 Opening of tenders

2.18.1. Umma University will open the tender on **Do Not Open Before 2nd December 2026** at **10:00 A.M**

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

2.18.3. Umma University will prepare minutes of the tender opening which will be submitted to the tenderer that signed the tender opening register and will have made the request.

2.19 Clarification of tender

2.19.1. To assist in the examination and evaluation of the tender Umma University 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 Umma University in Umma University's tender Evaluation 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. Umma University will examine the tenders to determine whether they are complete, whether 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 maybe forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

2.20.4. Prior to the detailed evaluation, pursuant to clause 2.22, Umma University will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Umma University's 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 Umma University 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, Umma University 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. Umma University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to clause 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. Umma University'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 clause 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 clause2.22.3the following evaluation methods will be applied:

A) Operational Plan.

Umma University requires that the services under the invitation for tenders shall be performed at the time specified in the schedule of requirements. If the tenderer is offering to perform longer than Umma University's required delivery time will be treated as non-responsive and rejected.

B) Deviation in payment schedule.

The tenderer shall state its tender price for the payment on a schedule outlined in the special conditions of contract. The Tender will be evaluated on the basis of this base price. The tenderer is, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment

schedule. Umma University may consider the alternative payment schedule offered by the tenderer.

2.22.5. The tender evaluation committee shall evaluate the tender within a maximum of 4 weeks 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 in to 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 Umma University

2.23.1. Subject to clause2.19, no tenderer shall contact Umma University on any matter relating to its tender, from the time of the tender opening to the time the contract is a warded.

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

2.24 Award of contract

2.24.1. Post qualification

2.24.1.1. In the absence of pre-qualification, Umma University 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.

2.24.1.2. The determination will take into account the tenderers financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant toclause2.11.2, as well as such other information as Umma University deems necessary and appropriate.

2.24.1.3. An affirmative determination will be a pre-requisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderers tender, in which event Umma University will proceed to the next lowest evaluated tender to make a similar determination of those Tenderers capabilities to perform satisfactorily.

2.24.2. Award criteria

2.24.2.1. Subject to clause 2.29 Umma University will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the best responsive evaluated tender as per the evaluation criteria and pricing, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.2.2. Umma University 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 tenderer or any obligation to inform the tenderer of the grounds for Umma University's action. If Umma University determines that the tender is responsive; Umma University shall notify the tenderer.

2.24.2.3. If the tenderer gives false information in the tender document about its qualification or refuses to enter in to 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, Umma University 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 Umma University pursuant to clause2.26.

2.26 Signing of contract

2.26.1. Upon receipt of the contract form, the tenderer shall sign and date the contract and return it to Umma University.

2.26.2. The parties to the contract shall have it signed within fourteen 14) days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance security

2.27.1. Within fourteen (14) days of the receipt of notification of award from Umma University, the successful tenderer shall furnish the performance security (**5% of the tender value**) in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Umma University.

2.27.2. Failure of the successful tenderer to comply with the requirement of clause 2.26 or clause 2.27.1 Shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Umma University May make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or fraudulent practices

2.28.1. Umma University requires that tenderer observes the highest standard of ethics during the procurement process and execution of contracts. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2. Umma University 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.

2.29 APPENDIX TO INSTRUCTIONS TO THE TENDERER

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	**Particulars of appendix to instructions to tenderers**
2.1	**Particulars of eligible tenderer** **The tenderer shall provide the following MANDATORY REQUIREMENTS (failure to submit the mandatory requirements will lead to disqualification from the tender process– preliminary evaluation)** 1. Copy of certificate of registration/Incorporation 2. Copy of valid tax compliance certificate 3. Copy of audited account s for last 2 years 4. Copy of NSSF Compliance Certificate 5. Copy of NHIF Compliance Certificate 6. Copy of CR12 showing the company's Directors 7. Duly filled and signed Confidential Business Questionnaire (Standard Forms- Section IV). 8. Duly filled and signed Bidder's Declaration and Integrity Pact (Section VI). 9. Copy of Bid bond 10. Must provide Letter of no objection to carry out Cleaning Services and Fumigation from National Environment Management Authority (NEMA)

	11. Must provide Host certificate for flat form ladder for the purpose of cleaning extended canopies and ground floor lights (DOSH 106) 12. Must provide both Certificate of Registration of a workplace (DOSH) and abstract of occupational Safety and health Act, 2007.
2.16.3	**Bulky tenders** that do not fit into the tender box shall be received and kept at the vice Chancellors Office, Umma University Main Tower 10th floor.
	Evaluation and comparison of tenders In addition to the tenderer's presentation of their profile, the evaluation Criteria below will be used:

DESCRIPTION OF CRITERIA	**REQUIREMENT**	**Max Points**
1. Physical facilities and operational tools		
a) Evidence of physical address attach copies of title, valid lease or rental agreement	**Authentic copy of title / lease agreement**	**10 MARKS**
b) Proof of fleet capacity – marked motor vehicles dedicated to Cleaning and Pest Control Operations (attach copies of log books and areas where such vehicles are deployed minimum 5 vehicles 5 vehicles and above (**10 marks)** 3 vehicles **(6 Marks)** 2 vehicles **(2 Marks)**	**Attach copies of authentic logbooks owned by the company or leased (with lease agreement)**	**10 MARKS**
c) Give a list of tools to be used and provide evidence that materials used will be environmentally friendly	**1.Attach list of tools to be used in the assignment** **2.Statement undertaking to use Environmentally Friendly products**	**10 MARKS**
2. Company profile		
a) Number of years that the firm has been providing security services 1. Between 5 -10 years (10 marks) 2. Between 5-3 years (6 marks) 3. Below 2 years (2marks)	**Attach Certificate of Incorporation**	**10 MARKS**
b) Proof of financial stability and ability to pay salaries in advance without depending on procuring entity's payment (working capital) (10Mks)	**Attach a Statement for the same/Bank letter to confirm the same**	**5 MARKS**
c) State with relevant evidence any two (2) social welfare programs provided for / or any other	**Attach payroll**	**5 MARKS**

allowances paid to the Cleaners on monthly basis etc.		
d) Proof of fleet capacity – marked motor vehicles dedicated to Cleaning and Pest Control Operations (attach copies of log books and areas where such vehicles are deployed minimum 5 vehicles	**Attach certified copies of the policies**	**10 ARKS**
e) Proof of compliance with prevailing labor laws in respect to minimum wage	**Attach a current certified labor letter from the local labor office**	**5MARKS**
4. **Personnel competency profiles**		
a) Submit your firms organizational chart indicating competencies of key contract supervisory personnel in your company **(5 marks)**	**Attach organizational chart**	**5 MARKS**
a) Provide valid evidence of availability and appropriate qualification of key personnel 1. Operations manager –Diploma level **(5marks)** 2. Supervisor –Diploma in any Field **(5 marks)**	**Attach Cvs and certificates**	**10 MARKS**
b) Provide Principal of Work Statement and details of how work shall be performed managed and reported	**Attach principal of work statement to demonstrate** 1. How work will be performed managed and reported (5marks) 2. Supervision Plan and Frequency (5marks) 3. Operational and Solid Waste Management (5 marks)	**10 MARKS**
5. **Reputation**		
a) Clearly Indicate the current principal assignments of similar service with other institutions/Corporate /organizations except Umma University b) 5 and above (**10marks)** c) 3 and above (**7marks)** d) 2 and above **(5marks)**	**Attach copies of contract assignments of similar magnitude.**	**10 MARKS**

e) 1 assignment **(2marks)**			
2.24.2	**Award criteria** Umma University will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the best responsive evaluated tender as per the evaluation criteria and pricing, provided further that the tenderer is		
2.27	Performance security will be **5**% of the contract price		
2.28	**In addition to clause 2.28, the ethics as described below will apply:** **Ethics** It is a requirement that both Umma University and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, Umma University requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of Umma University and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, Umma University will require all tenderers to sign, as part of the tender documents, an integrity Pact (section vii– Standard forms). Non-delivery of the bidders Declaration and integrity pact (section vii –Standard forms) duly undersigned by the chief executive		

SUMMARY

1. Only Bidders who attain 75% of the total marks will proceed to financial evaluation.
2. Any bidder not providing any of the following shall be disqualified
   a) Required documents in Mandatory section
   b) Documents in technical section

3 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 in to between Umma University and the tenderer as recorded in the contract form signed by the parties, including all attachments and appendices there to 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 at Umma University under the contract.

D) "Umma University" 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 Joint drafting

The parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent to interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this agreement.

3.4 Effectiveness of contract

This Contract shall come into effect on ……2027.

3.5 Commencement of services

The tenderer shall begin carrying out the services immediately the Contract becomes effective or at such other date as may be specified.

3.6 Standards

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

3.7 Patent right's

The tenderer shall indemnify Umma University 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.

3.8 Performance security

3.8.1 Within twenty-eight (28) days of receipt of the notification of contract award, the successful tenderer shall furnish to Umma University the performance security (5% of contract value) where applicable in the amount specified in Special Conditions of Contract.

3.8.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the tenderers failure to complete its obligations under the contract.

3.8.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to Umma University and shall be in the form of:

a) A bank guarantee.
b) Such insurance guarantee approved by the authority.
c) Letter of credit.

3.8.4 The performance security will be discharged by Umma University and returned to the candidate not later than thirty (30) days following the date of completion of the tenderers performance of obligations under the contract, including any warranty obligations under the contract.

3.9 Inspections and tests

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

3.9.2 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 Umma University.

3.9.3 Should any inspected or tested services fail to conform to the specifications, Umma University 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 Umma University.

3.9.4 Nothing in clause3.9 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.10 Payment

The method and conditions of payment to be made to the tenderer under this contract shall be as specified in special conditions of contract.

3.11 Prices

Prices charged by the contract or for services performed under the contract shall not, with the exception of any price adjustment as authorized in SCC, vary from the prices given by the tenderer in its tender or in Umma University's request for tender validity extension as the case maybe. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.12 Assignment

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

3.13 Termination for Default

Umma University 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 Umma University.

B) If the tenderer fails to perform any other obligation(s) under the contract.

C) If the tenderer, in the judgment to Umma University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Umma university 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 Umma University for any excess costs for such similar services.

3.14 Termination of insolvency

Umma University may at any time terminate the contract by giving written notice to the contractor if the contract or 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 Umma University.

3.15 Termination for convenience

3.15.1 Umma University 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 Umma University convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.15.2 For the remaining part of the contract after termination Umma University may elect to cancel the services and pay to the contract or on agreed amount for partially completed services.

3.16 Resolution of disputes

Umma University's and the contractor shall make every effort to resolve amicably by direct in formal 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.

3.17 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.

3.18 Force Majeure

The contract or 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.

3.19 Applicable law

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

3.20 Notices

Anynoticesgivenbyonepartytotheotherpursuanttothiscontractshallbesenttothe 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.

3.21 Confidentiality

I. "Confidential information" shall, for the purposes of this agreement, include without limitation any financial, strategic, technical, commercial, geological and scientific information, know-how, trade secrets and data in whatever form, communicated to the Tenderer or acquired by Umma University during the course of the tenderer carrying out his duties as contemplated in this Agreement.

II. The tenderer agrees that he will not, during the course of carrying out his duties as contemplated in this agreement or thereafter into perpetuity, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of Umma University, save in accordance with the provisions of this Agreement.

III. The tenderer agrees not to utilize, exploit or in any other manner whatsoever use the confidential information disclosed pursuant to the provisions of this agreement and the terms of any subsequent agreement made by parties, for any purpose whatsoever without the prior written consent of Umma University.

IV. The tenderer undertakes not to use the confidential information for any purpose other than that for which it is disclosed; and in accordance with the provisions of this Agreement and any subsequent Agreement made by parties.

V. The tenderer shall be held liable for disclosing confidential information unless he proves that:

A) Such information and data were in the public domain prior to such disclosure;
B) Such information and data have become part of the public domain through no fault of the Tenderer, or
C) Such disclosure was required by any written Kenyan law.

3.22 Corrupt gifts and payments of commission

I. The client is an institution that fosters zero tolerance to fraud and corruption. The Tenderer hereby agrees to avoid fraud and corruption and to report any suspected fraud, corruption, or any activity that jeopardizes the integrity of the client and its staff to its.

II. The tenderer shall not;

A) offer or give or agree to give to any person in the service of the client any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne or do any act in relation to the obtaining or execution of this or any other contract with the client or for showing or forbearing to show favor or disfavor to any person in relation to this or any other contract with the Client.

B) Enter in to this or any other contract with the client in connection with which commission or consideration has been paid or agreed to be paid by it or on His behalf or to his knowledge, unless before the contract is made particulars of any such commission or consideration and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing by the Client.

Any breach of this condition by the tenderer or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the tenderer) shall be an offence under the provisions of the public procurement and asset disposal act 2015.

3.23 Expiration of contract

Unless terminated earlier pursuant to clause……, this contract shall terminate on……. after satisfactory completion of services and submission of a report by the Tenderer as required by this contract.

4 SECTION IV– SPECIAL CONDITIONS OF CONTRACT

Notes on special conditions of Contract

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

A) Information that complements 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.

4.1 Special conditions of contract (SCC) shall supplement the general conditions of contract, wherever there is a conflict between the general conditions of contract (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**
3.10	Payment The payment terms are for a credit period of thirty (30) days from the date when the monthly invoices are received at Umma University; and upon
3.16	Resolution of Disputes By negotiations, failure to which the matter shall be referred to arbitration.

5 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 Umma University 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 the tenderer 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 a base in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 2.24.

6 SECTION VI – DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a pre-requisite for the tenderer to respond realistically and competitively to requirements of Umma University 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.

This part will include any deliverables under the service contract.

7 SECTION VII –DESCRIPTION OF SERVICES

CLEANERS FOR KAJIADO CAMPUS:

Cleaners in Kajiado and TVET Institute are expected to work as a team. No specific cleaner can be attached to a certain area. The university and TVET compound is expected to be clean at all times.

AREA	**NUMBER OF CLEANERS**
Kajiado Campus	**25**
Tvet institute	**7**
Garissa learning Center	**2**
Mombasa learning Center	**1**
Total	**35**

FUMIGATION AND PEST CONTROL

Area Description	**1st quarter**	**2nd quarter**	**3rd quarter**
Ladies Hostel Kajiado Campus			
Male Hostels Kajiado Campus			

8 SECTION VIII–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 in clause 2.9 and in accordance with the requirements included in the special conditions of contract.

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

9 SECTION VIX–STANDARD FORMS

1. FORM OF TENDER

Date…….
Tender No. …….

To…….

……..

[Name and address of procuring entity]
Gentlemen and/or ladies:

1. Having examined the tender documents including Addenda Nos ……. *[Insert numbers]*, of which is hereby duly acknowledged, we, the undersigned, offer to provide ……..
   [Description of services]
   in conformity with the said tender documents for the sum of …….
   [Total tender amount in words and figures] or such other sums as may be ascertained in accordance with the schedule of prices attached here with and made part of this Tender.

2. We undertake, if our tender is accepted, to provide the services in accordance with the services schedule specified in the schedule of requirements.

3. If our tender is accepted, we will obtain the tender guarantee in a sum equivalent to Percent of the contract price for the due performance of the contract, in the form prescribed by (Procuring entity).

4. 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 maybe accepted at any time before the expiration of that period.

5. 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.

Dated This_____Day Of 20 *[signature] [In the Capacity Of]*

Duly authorized to sign tender for and on behalf of_____

2. PRICE SCHEDULE OF SERVICES

Name of tenderer _____
Tender number _____

The tenderer is to give the pricing schedule for the services to be provisioned.
All costs should be inclusive of cleaning materials and detergents

S/NO	Distribution Area	Number of Cleaners	Price per Cleaners (VAT inclusive)	Price per month (VAT inclusive)	Annual Cost (VAT inclusive) 2027	Annual Cost VAT Inclusive 2028
1.	Main Campus	**25**				
2.	TVET Institute	**7**				
3.	Garissa Learning Center	**2**				
4.	Mombasa Learning Center	**1**				
	Total Number of Cleaners	**35**				

FUMIGATION AND PEST CONTROL

S/NO	Description	Number of visits	Price per visit (VAT inclusive)	Total per Year (VAT inclusive) 2027	Total Per Year (VAT inclusive) 2028
1.	**Male hostel Kajiado**	Quarterly			
2.	**Female Hostel Kajiado Campus**	Quarterly			
	Grand total				

All prices should be inclusive of VAT cleaning materials and detergents

Total for Cleaning Services 2027 in figures and Words

_____

Total for Cleaning Services 2028_____

Total Fumigation service 2027_____

Total Fumigation Service 2028_____

Grand Total for Fumigation and Pest Control _____

_____

Name & Signature of tenderer (authorized signatory)

Stamp _____

NOTES

a. The tenderer is to amend the price schedule as appropriate detailing all its costs in implementing the contract comprehensively in line with all the terms of reference. The price schedule should capture each and every item chargeable by the tenderer, including any "assumed" miscellaneous costs.
b. Hidden costs/ charges are not acceptable and will lead to termination of contract, should hidden charges arise during the contract execution.
c. The tenderer should clearly specify all taxes chargeable and give their overall final quote as tabulation inclusive of the taxes.

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

3. CONTRACT FORM

Between……. [Name of Procurement entity] of……. [Country of procurement entity] (Herein after called "The Procuring entity") of the one part and …… [Name of tenderer] of ……. [City and country of tenderer] (Hereinafter called "the tenderer") of the other part.

Whereas Umma University invited tenders for provision of cleaning services Viz…… [Brief description of the services] and has accepted a tender by the tenderer for the provision of the services in the sum of …… [Contract price in words and figures]

NOWTHISAGREEMENT 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.:

In the presence of_____.

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1and either Part 2 (a),2(b)or 2(c) Whichever applied to your type of business?

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

Part 1 General

Business Name.....
Location of business Premises.....
Plot no, ...Street/Road.....
Postal address.....Tel No.....faxes email.....
.....
Nature of business.....
Registration certificate no.....
Maximum value of business which you can handle at any one time – Kshs.....
Name of your bankers.....
.....

Part 2 (a) – Sole Proprietor

Your name in full……. Age…….
Nationality……Country of Origin……...
Citizenship details
……..

Part 2 (b) – Partnership

Given details of partners as follows

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

Part 2 (c) – Registered Company

Private or public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

Date……. Signature of Candidate……...

5. BANK GUARANTEE FOR ADVANCE PAYMENT

To……
[Name of tender]
……

Gentlemen and/or ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general, conditions of contract to provide for advance payment,

……

[Name and address of tenderer] [hereinafter called "the tenderer"] shall deposit with Umma University a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
……
[Amount of guarantee in figures and words].

We, the ……

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligatory and not as surety merely, the payment to Umma University on its first demand without whatsoever right of objection honor part and without its first claim to the tenderer, in the amount not exceeding ……. [amount of guarantee in figures and words].
We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the contract documents which may be made between Umma University and the tenderer, shall in any way release us from any liability under this guarantee, and whereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the contract until [date].
Yours truly,
Signature and seal of the guarantors

_____
[Name of bank or financial institution]

[Address]
_____

[Date]

_____

6. BIDDER'S DECLARATION AND INTEGRITY PACT BIDDER'S

DECLARATION

We/I the undersigned....., in the capacity of…… for …… [Name of the company/firm/individual] certify that the **bidder is not in any of the following situations:**

1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding upon administration by court, or of any other similar proceedings;

2 Paymentstoushavebeensuspendedinaccordancewiththejudgmentofacourtother than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose of our property;

3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;

4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject loan injunction against running business by a court of law;

5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;

6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and

7 are in breach of contract on another contract with the government of Kenya or other local or international contracting authority or foreign government.

8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;

9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: […….]
Signature: […….]

Duly authorized to sign this bid on behalf of (bidder's name):
[……]
Place and date: [……..……]
Stamp of the firm/company:

INTEGRITY PACT

Bidder's Oath to fulfill the integrity pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for: all personnel of and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by Umma University (herein referred to as Umma UNIVERSITY) for a period of two (2) years. If prove in that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by UMMA UNIVERSITY for a period of two (2) years. If any un ethical behavior is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.

2. In the process of bidding ,or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly tolerated officials, and in case it is proved that we have violated any terms of this integrity Pact in relation with a bid ,or concluding or execution of a contract, or offered bribes for favors in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by UMMA UNIVERSITY for a period of two (2) years. If proven as a fact that we have offered bribes to Umma UNIVERSITY or related officials for favors' regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by Umma UNIVERSITY for a period of two (2) years. If proven that we have offered bribes to Umma UNIVERSITY or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by UMMA UNIVERSITY for a period of two (2) years.

3. In case it is proven that we have offered bribes to a related official or a Umma UNIVERSITY official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.

4. We shall make our best effort to institute a company code of conduct that prohibits bribery, bid rigging/ fixing or any other corrupt practices in business relations with officials and

Umma UNIVERSITY, and a company regulation that prohibits any retaliatory acts toward any one reporting inside corruption.

5. In addition, I confirm on behalf of the bidder that the details included in the bidder's profile and experience sheet and our quotation are correct to the best of my knowledge

   And belief. In addition, we authorize, UMMA UNIVERSITY to seek information from any source to confirm our compliance with the requirements of this integrity pact.

6 the bidder authorizes Umma UNIVERSITY, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this integrity pact.

We shall fulfill this integrity pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a "special condition of Contract," and not file any civil, administrative or criminal appeals regarding any of the above terms.
Dated: _____

Signed by: _____
(chief executive/managing director)

Full name printed: _____

7. NOTIFICATION OFAWARD

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 30days 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.

   *(FULLPARTICULARS)*_____

   _____

SIGNED FOR ACCOUNTING OFFICER