



TENDER FOR LEASE OF BUSINESS PREMISES

AT

UNIVERSITY OF ELDORET

TENDER NO.UOE/BP/04/2024-2025

BUSINESS PREMISE CATEGORY NO: CATERING

**TYPE OF PREMISE NAME: STUDENTS' CENTER
EATERY**

RECEIPT NUMBER:

**CLOSING DATE: TUESDAY, 6TH FEBRUARY, 2024
AT 11.00 A.M.**

TABLE OF CONTENTS

INVITATION TO TENDER	3
INSTRUCTIONS TO TENDERERS	5
MANDATORY REQUIREMENTS	11



LEASE OF BUSINESS PREMISES AT UNIVERSITY OF ELDORET

TENDER NO.UOE/BP/04/2024-2025

University of Eldoret invites tenders for running of the following vacant Business Premise situated within the University for the period 2021-2023 financial years.

Tender No.	Type of Premise	Status
1. UOE/BP/04/24-25	Students Centre Eatery	Building

Interested eligible candidates may obtain further information and inspect the tender document at the Procurement Office during normal working hours between **8.00 a.m. - 1.00 p.m.** and **2.00 p.m. to 5.00 p.m.** A set of tender documents may be obtained upon payment of non-refundable fee of Ksh.1000/- using the paybill option, PayBill Number, 222222, Account Number, UOETEN – Your Name (**Attach copy of receipt**).

Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and shall remain **valid for the period specified**.

Completed tender documents in plain sealed envelopes clearly marked with the **Tender Name** and **Tender Reference number** should be **addressed** and be **deposited** in the tender box situated at the **University of Eldoret Administration block** or be addressed to;

**Vice-Chancellor
University of Eldoret
P.O Box 1125-30100,
Eldoret**

so as to be received on or before **Tuesday, 6th February, 2024** at **11.00 a.m.** local time.

The tenders will be opened immediately thereafter at the Forestry Building Boardroom in the presence of the candidates or representatives who choose to attend.

The University does not bind itself to accept the lowest or any tender.

N/B: Viewing of the Premises will be done between 24th January to 6th February, 2024 during normal working days and hours.

VICE-CHANCELLOR

INVITATION TO TENDER

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the invitation to tender. Successful tenderers shall complete the requirements by the intended completion date specified in the tender documents.
- 2.1.2 The University employees, committee members, board members and their relatives (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.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices 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 the University 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 be Kshs. 1000.00.
- 2.2.3 The University shall allow the tenderer to review the tender document free of charge before purchase.

2.3. Contents of Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers;
- (i) Invitation to Tender
 - (ii) Instructions to Tenderers
 - (iii) General Conditions of Contract
 - (vii) Tender Form and Price Schedules
 - (xiii) Confidential Business Questionnaire 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 Tender Documents

2.4.1 A prospective tenderer making inquiries of the tender documents may notify the University in writing or by post at the University's address indicated in the invitation for tenders. The University will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the University. Written copies of the University response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.4.2 The University shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tender, the 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 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Tender Form

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

2.8 Tender Prices

2.8.1 The tenderer shall indicate on the appropriate Price Schedule and total tender price of the contract.

2.8.2 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, unless otherwise agreed by the parties.

2.9 Tender Currencies

2.9.1 Prices shall be quoted in the following currencies:
(a) The prices shall be quoted in Kenya Shillings

2.10 Tenderers Eligibility and Qualifications

2.10.1 Pursuant to paragraph 2.1. the tenderers 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.

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

2.11 Validity of Tenders

- 2.11.1 Tenders shall remain valid for the period specified or as specified in the tender documents after the date of tender opening prescribed by the University. A tender valid for a shorter period shall be rejected by the University as non-responsive.
- 2.11.2 In exceptional circumstances, the 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 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.

2.12 Format and Signing of Tender

- 2.12.1 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.
- 2.12.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.12.3 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.

2.13 Sealing and Marking of Tenders

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

2.14.2 The inner and outer envelopes shall:

- (a) Be addressed to the University at the following address

Vice-Chancellor,
University of Eldoret,
P.O Box 1125-30100,
ELDORET
- (b) Bear the tender number and name in the Invitation to Tender and the words “**DO NOT OPEN**” before **Tuesday, 6th February, 2024** at **11.00 a.m.**

2.14.3 If the outer envelope is not sealed and marked as required by paragraph 2.14.2, the University will assume no responsibility for the tender’s misplacement or premature opening.

2.15 Deadline for Submission of Tenders

2.15.1 Tenders must be received by the University at the address specified under paragraph 2.14.2 not later than **Tuesday, 6th February, 2024** at **11.00 a.m.** and be deposited in the tender box at University of Eldoret at the reception.

2.15.2 The University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the University and candidates previously subject to the deadline will therefore be subject to the deadline as extended

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

2.16 Modification and Withdrawal of Tenders

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

2.16.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.14. A withdrawal notice may also be sent by cable, telex but followed by a signed Confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

2.17 Opening of Tenders

The University will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday, 6th February, 2024 at 11.00 a.m.** at the University of Eldoret, Forestry Complex Building.

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

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

2.17.2 The University will prepare minutes of the tender opening.

2.20 Clarification of Tenders

2.20.1 To assist in the examination, evaluation and comparison of tenders the 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 of the tender shall be sought, offered, or permitted.

2.20.2 Any effort by the tenderer to influence the University in the University's tender evaluation, tender comparison or contract

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

2.21 Preliminary Examination and Responsiveness

- 2.21.1 The University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.21.2 If a tender is not substantially responsive, it will be rejected by the University and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.22 Currency

- 2.22.1 All prices quoted shall be in Kenya Shillings.

2.23 Evaluation and Comparison of Tenders

- 2.23.1 The University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21.

2.24 Contacting the University.

- 2.24.1 Subject to paragraph 2.20 no tenderer shall contact the University on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25 Award of Contract

(a) Post-Qualification

- 2.25.1 In the absence of pre-qualification, the 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.

(b) Award Criteria

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

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

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

(c) University's Right to Accept or Reject Any or All Tenders

2.25.4 The 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 affected tenderer or tenderer of the grounds for the University's action

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

2.25.6 The University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within fourteen(14) days of receiving the request from any tenderer.

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

2.26 Notification of Award

2.26.1 Prior to the expiration of the period of tender validity, the University will notify the successful tenderer in writing that its

tender has been accepted.

2.26.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.26.3 Upon the successful Tenderer's furnishing of the performance security, the University will simultaneously inform the other tenderers that their tenders have not been successful

2.27 Signing of Contract

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

2.27.2 After fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the University.

2.27.3 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.

2.28 Corrupt or Fraudulent Practices

2.28.1 The University 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 and will not be involved in corrupt or fraudulent practices.

2.28.2 The 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.

MANDATORY REQUIREMENTS FOR APPLICANT

The Applicant should attach copy of Identification Card(ID).

1. Attach copy of Single Business permit
2. The Tender Form and Confidential Business Questionnaire Form **MUST** be duly filled
3. Attach copy of Receipt as evidenced of payment
4. Attach three (3) recommendation letters
5. Attach three (3) months certified Bank statements
6. **Attach Food Hygiene Licence/Certificate**
7. Attach KRA Tax Compliance Certificate

CONDITIONS:

1. The awarded bidder will be allocated the premises subject to the reserve price which shall be inclusive of the cost of electricity and water.
2. One **MUST** pay a non-refundable fee of Kshs.1000.00 using the paybill option, PayBill Number 222222, Account Number UOETEN – Your Name .
3. Tenderers who owe the University any outstanding money/arrears shall not be eligible.

BUSINESS PREMISE

NO	PREMISE	LOCATION	AMOUNT QUOTED PER PREMISE
1	Students Centre Eatery <ul style="list-style-type: none"> ➤ Dining area <ul style="list-style-type: none"> • Length - 15.1 • Width - 12.2 • Area Sq m - 184.22 	University of Eldoret, Students Centre Eatery	
2	<ul style="list-style-type: none"> ➤ Cooking area <ul style="list-style-type: none"> • Length - 10.0 • Width - 10.0 • Area Sq m - 101 		
3	<ul style="list-style-type: none"> ➤ Store 1 <ul style="list-style-type: none"> • Length - 2.8 • Width - 5.5 • Area Sq m - 15.4 		
4	<ul style="list-style-type: none"> ➤ Store 2 <ul style="list-style-type: none"> • Length - 2.4 • Width - 3.0 • Area Sq m - 7.2 		
5	<ul style="list-style-type: none"> ➤ Cold room <ul style="list-style-type: none"> • Length - 4.4 • Width - 3.0 • Area Sq m - 13.2 		
6	<ul style="list-style-type: none"> ➤ Cashier /Office <ul style="list-style-type: none"> • Length - 3.0 • Width - 2.8 		

	<ul style="list-style-type: none"> • Area Sq m – 8.4 		
	➤ Total Area Sq m - 329.42		

Note:

The Premise has kitchen wood and sanitary facilities for both staff and clients

Note:

(A.) Kindly note that you are required to;

- To provide your own furniture and fittings
- To provide your own cutlery and utensils
- To provide and fit your own curtains and blinders
- To cater for your own electricity in liaison with University, Estates Department
- To cater for your own water in liaison with University, Estate Department
- To ensure maintenance and cleanliness of the building
- To be responsible for the security of all your property

(B.) Covid – 19 Preventive measures;

- You are expected to adhere to the Government /Ministry of Health directives on containment of COVID-19 Pandemic.
- You are expected to ensure Personal Protective gears are provided to your employees and available in your business premises.
- You are expected also to ensure that medical examination certificates are obtained for your employees if considered for award.

1. TENDER FORM

FORM NO.....

A) INDIVIDUAL APPLICATION

NAME OF APPLICANT.....REG. NO:.....

TEL NO: DATE:

BIDDING AMOUNT (KSHS):PREMISE APPLIED FOR:.....
.....

B) GROUP APPLICATION

BIDDING AMOUNT (KSH)..... PREMISE APPLIED FOR:.....

MEMBERS NAME

REG NO.

TEL NO:

1.
2.
3.
4.
5.

C) ASSOCIATION APPLICATION

NAME:.....TEL NO:.....

DATE:.....PREMISE APPLIED FOR:.....

BIDDING AMOUNT (KSH).....

N/B: (WHERE APPLICABLE ATTACH A COPY OF REGISTRATION CERTIFICATE)

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), (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 – Individual application:

Name of applicant.....

Contact Address.....

Telephone contact.....Street/Road

National Identification No.....

Business premise applied for.....

Tender Bid Amount Ksh..

Amount in Words

(State the amount you offer to pay as rent).....

Name of your bankers Branch

Signature.....Date.....

(Stamp)

Part 2 (a) Group application

Name of applicant(s).....
Contact Address.....
Telephone contact.....Street/Road
National Identification No.....
Business premise applied for.....
Tender Bid Amount Ksh..
Amount in Words
(State the amount you offer to pay as rent).....
Name of your bankers Branch
Signature.....Date.....
(Stamp)

Part 2 (b) Association

Name of applicant(s).....
Contact Address.....
Telephone contact.....Street/Road
National Identification No.....
Business premise applied for.....
Tender Bid Amount Ksh..
Amount in Words
(State the amount you offer to pay as rent).....
Name of your bankers Branch
Signature.....Date.....
(Stamp)

N/B: (WHERE APPLICABLE ATTACH A COPY OF REGISTRATION CERTIFICATE)