



**JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND
TECHNOLOGY (JOOUST)**

**TENDER DOCUMENT
FOR
PROVISION OF SANITARY SERVICES**

TENDER NO. JOOUST/ONT/052/2020/2021

**CLOSING DATE:
WEDNESDAY, 10TH FEBRUARY 2021 AT 11.00A.M**

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SECTION I -

TENDER NOTICE

TENDER REF. NO.:

JOOUST/ONT/052/2020/2021

TENDER NAME:

PROVISION OF SANITARY SERVICES

Jaramogi Oginga Odinga University of Science and Technology, situated along Bondo Usenge road, in Bondo invites interested and eligible firms for the provision of the under listed service and Works:

| S/NO | TENDER NO. | TENDER DESCRIPTION | CLOSING DATE |
|------|--------------------------|---------------------------------|--|
| 1. | JOOUST/ONT/052/2020/2021 | Provision of Sanitary Services. | Wednesday 10 th February 2021 at 11.00 am |

Tender documents with detailed specifications may be obtained from the **Procurement Office**, Jaramogi Oginga Odinga University of Science and Technology, during normal working hours from Monday to Friday between 8.00am to 5.00pm upon payment of a non-refundable fee of Kshs. 1,000.00/= (One thousand shillings) only, deposited in the JOOUST Account No. 1113046066 Kenya Commercial Bank – Bondo Branch or downloaded for free from the University website www.jooust.ac.ke. Those who download the documents and intend to submit tenders are required to submit their particulars to Procurement office at proc@jooust.ac.ke for purposes of receiving further clarifications / or addendums.

Duly completed Tender Documents in plain sealed envelope with Tender Reference No. and clearly marked with Tender Name and Number and bearing no identification of the bidder's details should be sent to:.

**Vice Chancellor,
Jaramogi Oginga Odinga University of Science and Technology,
P.o Box 210-40601,
Bondo.**

So as to be received on or before Wednesday 10th February 2021 at 11.00 am.

The completed tender document **MUST** be placed inside the tender box in the administration block on or before **Wednesday 10th February 2021 at 11.00 am**. Opening will be done immediately thereafter in the presence of tenderers or their representatives who choose to attend. Late submissions will be rejected and returned unopened immediately at the tenderer's cost.

***The University reserves the right to reject any tender application in whole or part.
Canvassing will lead to automatic disqualification.***

VICE CHANCELLOR

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation to tender is open to all invited tenderers who are eligible as described in the appendix to instructions to tenderers. Successful tenderers shall provide Cleaning Services as specified in these tender documents.
- 2.1.2. The JOOUST 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 the NHIF 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 JOOUST 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 downloaded **free of charge** from the websites provided.
- 2.2.3** The JOOUST 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) Descriptions of service
 - vi) Form of tender

- vii) Price schedules
- viii) Tender Security
- ix) Contract form
- x) Confidential business questionnaire form
- xi) Tender Security Declaration Form
- xi) Performance security form
- xii) 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 JOOUST in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The JOOUST 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 JOOUST. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The JOOUST 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 JOOUST, 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, the JOOUST, 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 the JOOUST, 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 8, 9 and 10 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
- (e) Declaration form

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 the JOOUST 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 the JOOUST's 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 of 2% of the total tender price.
(NOT APPLICABLE)

2.12.2. The tender security shall not exceed 2 percent of the tender price

2.12.3. The tender Security is required to protect the Fund against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.12.4. The tender security shall be in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents and should be valid for thirty (30) days beyond the validity of the tender.

2.12.5. Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Fund as non-responsive, pursuant to paragraph 2.22

2.12.6. Unsuccessful Tenderer's tender 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 the Fund.

2.12.7. The successful Tenderer's tender security will be discarded upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.12.8. The tender security may be forfeited:

- (a) If tenderer withdraws its tender during the period of tender validity specified by the Fund on the Tender Form; or

- (b) In the case of a successful tenderer, if the tenderer fails:
 - I. To sign the contract in accordance with paragraph 2.27 or
 - II. To furnish performance security in accordance with paragraph 2.28
- (c) If the tenderer reject correction of an arithmetic error in the tender

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening prescribed by the JOOUST, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the JOOUST as non- responsive.
- 2.13.2 In exceptional circumstances, the JOOUST 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 unamended 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.
- 2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the JOOUST at the address given in the invitation to tender
- (b) Bear, Tender No. JOOUST/ONT/052/2019-2020 **Provision of Sanitary**

Services to Bondo and the words: “DO NOT OPEN BEFORE, 10th February 2020 at 11.00a.m local time.”

- 2.15.3 The inner envelopes only 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, the NHIF 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 the NHIF at the address specified under paragraph 2.15.2 not later than **Wednesday 10th February 2021 at 11.00 am.**
- 2.16.2 The JOOUST 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 the JOOUST 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 the JOOUST 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 the JOOUST 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 not 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 The JOOUST may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The JOOUST 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 The JOOUST will open all tenders in the presence of tenderers' representatives who choose to attend after ***11.00 a.m. local time on 10th February 2021*** and in the location specified in the invitation to tender. The tenderers' representatives who will be present shall sign a register as evidence of their attendance.
- 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 the JOOUST, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The JOOUST will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and who will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the JOOUST 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 the JOOUST in the JOOUST's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The JOOUST 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 total price shall prevail, and the unit 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 The JOOUST 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 2.22, the JOOUST will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The JOOUST'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 the JOOUST 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, the JOOUST 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 The JOOUST 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 The JOOUST's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

The NHIF 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 the NHIF's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

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

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the JOOUST 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 the JOOUST 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 The JOOUST 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, as well as such other information as the JOOUST 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 the JOOUST 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 2.26 the JOOUST 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 The JOOUST reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the JOOUST's action. If the JOOUST determines that none of the tenderers is responsive; the JOOUST 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, JOOUST will notify the successful tenderer in writing that their 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 the JOOUST pursuant to clause 2.26. 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 2.27, the JOOUST 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 the JOOUST notifies the successful tenderer that their tender has been accepted, the JOOUST 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 the JOOUST.

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 the JOOUST, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the JOOUST.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the JOOUST may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The JOOUST 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 The JOOUST 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 Tenderers

The following information shall complement, supplement, or amend, the provisions on 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.

| Instruction to tender reference | <i>Particulars of Appendix to instructions to Tenderers</i> |
|--|---|
| 2.1 | Eligible tenderers shall be Licensed / Firms registered by relevant institution |
| 2.15.2 (b) | The tender shall be closing on 10th February 2021 at 11.00 a.m. local time. |
| 2.16.1 | Not later than 10.00 a.m. local time on 10th February 2021 at 11.00 a.m. |
| 2.18.1 | After 11.00a.m local time on 10th February 2021 |
| 2.20 & 2.22 | In addition, the evaluation criteria provided in the special conditions of contract shall be taken into account |

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 the JOOUST 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 the JOOUST under the Contract.
- d) “The Procuring entity” means JOOUST /Fund, 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 standards mentioned in the Schedule of requirements

3.4 Patent Right's

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

3.5 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the JOOUST the performance security where

applicable in the amount specified in Special Conditions of Contract.

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

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

- a) Cash.
- b) A bank guarantee.

3.5.3 The performance security will be discharged by the JOOUST 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.

3.6 Inspections and Tests

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

3.6.2 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 the JOOUST.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the JOOUST 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 the JOOUST.

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

3.7 Payment

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

3.8 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 the JOOUST's 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.

3.9 Service

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

3.10 Termination for Default

The JOOUST 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 the JOOUST.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the JOOUST has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the JOOUST 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 the JOOUST for any excess costs for such similar services.

3.11 Termination of insolvency

The JOOUST 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 the JOOUST.

3.12 Termination for convenience

3.12.1 The JOOUST 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 the JOOUST convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the JOOUST may elect to cancel

the services and pay to the contractor on agreed amount for partially completed services only. In such a case the JOOUST shall not be liable to pay any damages.

3.13 Resolution of disputes

The JOOUST 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.

3.14 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.

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 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

- 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 Tendering Notes

- 4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform the Fund at once and have the same rectified.
- 4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the Fund in order that the correct meaning may be decided upon before the date for submission of the Tender.
- 4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.
- 4.2.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and the Fund shall not take any responsibility or liability for any loss or misplacement of loose documents.
- 4.2.5 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.
- 4.2.6 The duration of the contract shall be one (1) year. The JOOUST reserves the right to terminate the contract at any time on the basis of poor performance.**

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

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|-------------------------|---|
| 3.7 | Payment shall be made after provision of Services or as agreed by both parties. |
| 3.8 | 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 |
| 3.10 | The 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: if the tenderer, in the judgment of the Fund has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; |
| 3.13 | The resolution of disputes shall be by direct informal negotiation |
| 3.14 | The contract shall be written in the English language |
| 3.16 | The contract shall be interpreted in accordance with the laws of Kenya |
| 3.17 | Only laws of Kenya shall be applicable during interpretation of the Contract |

SECTION E: TECHNICAL SPECIFICATION

SPECIFICATION FOR PROVISION OF SANITARY DISPOSAL SERVICES

No. of Bins in total – 102 Bins

University Offices and hostels as follows.

| OFFICE | NO. OF BINS | Frequency of collection |
|--------------------|-------------|---|
| Siaya Campus | 8 | Twice per month in ladies hostels. NB; Only when students are in service Once per month for staff washrooms |
| Kisumu Campus | 7 | Twice per month in ladies hostels. NB; Only when students are in service Once per month for staff washrooms |
| Jooust Main Campus | 87 | Twice per month in ladies hostels. NB; Only when students are not in service Once per month for staff washrooms |

1. No touch, foot pedal operated plastic bins
2. Bi- fold lid for maximum discretion
3. Slim and free standing for easy fit into washroom cubicle
4. Should have approximate capacity of 18- 22 litres

Service requirements

1. The Bins **MUST** be treated with environmentally friendly sanitizers and deodorizers.
2. The Bins **MUST** be collected and replaced with clean, sanitized and deodorized bins every two weeks, twice a month.

PRICE SCHEDULE**NAME OF TENDERER:****TENDER NUMBER:****TITLE OF TENDER:** Provision of sanitary services

| No. | Item Description | No of Bins | Charges per Bin Month | Total Annual Cost |
|-----|--------------------|------------|--------------------------|-------------------|
| 1 | Siaya Campus | 8 | | |
| 2 | Kisumu Campus | 7 | | |
| 3 | Jooust Main Campus | 87 | | |
| | Total | | | |

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

I. All prices to be inclusive of all taxes and any other cost that may be deemed necessary.

Authorized Official:

Name**Signature, date and official stamp**

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 2.8 and it must be duly signed by duly authorized representatives of the tenderer.
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 the JOOUST.
3. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents
4. Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the JOOUST.
5. The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
6. The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in accordance with the form indicated herein or in another form acceptable to the JOOUST and pursuant to the – conditions of contract.
7. The Declaration form should be completed by the Managing Director or as appropriate in accordance with the tender documents.

FORM OF TENDER

To:

Date: _____

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 to provide **Provision Sanitary Services at Jaramogi Oginga Odinga University of Science and Technology** under this tender in conformity with the said Tender document for the sum of **Kshs.**
.....
.....**words**
.....**figures**[Total Tender amount in words and figures] **Inclusive of applicable taxes** 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 **Provision Sanitary Services at Jaramogi Oginga Odinga University of Science and Technology** in accordance with the conditions of the tender.
3. If our Tender is accepted, we will obtain the performance guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by NHIF.
4. We agree to abide by this Tender for a period of **120** [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.
5. 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.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of2018

.....

.....

[Signature]

[In the capacity of]

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

CONTRACT FORM

THIS AGREEMENT made the day of 20 between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter 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 the Procuring entity invited tenders for certain services. Viz..... [brief description of the services] and has accepted a tender by the tenderer for the supply of those services 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 Schedule of Requirements;
 - (c) the description of services / scope of services;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and;
 - (f) the JOOUST’s Notification of Award.
3. In consideration of the payments to be made by the JOOUST to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the JOOUST to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The JOOUST hereby covenants to pay the tenderer in consideration of the provision of the services 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 the JOOUST)

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

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

PART 1

Business Name

.....
.....

Location of business premises

.....

Plot No. Road/Street

.....

Postal Address Tel. No.

.....

E-mail Address. Fax No PIN
No.....

NHIF Registration Code No. No. of Staff Registered

.....

Registration Certificate No (Please attach a copy).

Current Trade License No. VAT No.

.....

Nature of business

.....

.....

Volume (maximum value) of business which you can handle at any onetime.....

Name of your bankers:

.....

Branch(Please attach a letter from your banker to the
effect). Account No:.....

Payments will be done through Electronic Funds Transfer (EFT)

Do you have subsidiary companies? If yes,

Name

Percentage shares:

Give names of four referees, reputable organizations you have been dealing with:

1. 2.
-
3. 4.
-

PART II A: Sole Proprietor

Full Name

Nationality

Country of Origin

PART II B: Partnership

Give details of partners as follows:

| <u>NO.</u> | <u>NAME</u> | <u>NATIONALITY</u> | <u>SHARES</u> |
|------------|-------------|--------------------|---------------|
| 1. | | | |
| ... | | | |
| 2. | | | |
| ... | | | |
| 3. | | | |
| ... | | | |
| 4. | | | |
| ... | | | |

PART II C: Registered Company

Public or Private:

State the Authorized and paid up share capital of the company:

AuthorizedKsh

Issued and fully paidKsh

DETAILS OF DIRECTORS

| <u>NO.</u> | <u>NAME</u> | <u>NATIONALITY</u> | <u>AGE</u> | <u>GENDER</u> | <u>SHARES</u> |
|-------------------|--------------------|---------------------------|-------------------|----------------------|----------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3 | | | | | |
| 4. | | | | | |

2D.The following documents **MUST** be attached when returning this form.

- i) Copy of Certificates of Incorporation or Registration Certificate
- ii) Copies of the latest Audited Accounts (Not applicable to special group)
- iii) Details of change of Directors/Partners
- iv) Attach CR 12 where applicable
- v) Tax Compliance Certificate

NameDate Signature
.....

Rubber Stamp..... Date

Tick (√) Where appropriate

| | |
|------------|--|
| WOMEN | |
| YOUTH | |
| PWD | |
| MAINSTREAM | |

NOTE:

1. The Fund shall disqualify a candidate who submits a document containing false information for purposes of qualification; such a candidate shall be blacklisted from the Fund's list of suppliers.
2. The Fund may disqualify a candidate if it finds at any time that the information submitted concerning the qualifications of the candidate was materially inaccurate or materially incomplete.
3. All incomplete questionnaires shall be disqualified.
4. All spaces must be filled.

TENDER SECURITY FORM

Whereas.....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender]
] for the provision of[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Ofhaving registered office at

Fund (hereinafter called “the Bank”)are boundunto.....

Fund (hereinafter called “the Fund”) in the sum of.....

for which payment well and truly to be made to the said Fund, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Fund during the period of tender validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

We undertake to pay to the Fund up to the above amount upon receipt of its first written demand, without the Fund having to substantiate its demand, provided that in its demand the Fund will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

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 the Fund 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 obligator and not as surety merely, the payment to the Fund on its first demand without whatsoever right of objection on our 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 thereunder or of any of the Contract documents which may be made between the Fund and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby 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]

PERFORMANCE SECURITY FORM

To (Name of Employer)..... (Date)

WHEREAS... [name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No._[reference number of the contract] dated_____20_to

supply.....

[Description 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]

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

TENDER SECURING DECLARATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date:..... of Bid Submission]

Tender No.....

To:

We, the undersigned, declare that:

- 1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
- 2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **Three years** starting **on the date of this tender Opening** if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
- 3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
- 4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:[insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name:
..... [insert complete name of person signing the Tender Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ *[insert date of signing]*

ANTI-CORRUPTION DECLARATION FORM
(Sections 62 of the PPDA, 2015)

I/We/Messrs.....
.....

of Street, Building, P O
Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We
.....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No
.....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized
Signature.....

Name of
Signatory.....

Title of Signatory
.....

Official
Stamp.....
.....

SECTION VIII: EVALUATION CRITERIA

Technical Evaluation Form

The tenderer is expected to complete Part 1 and 3 of this form

Part A: General Information

| |
|------------------------------------|
| Tenderer Name..... |
| Postal Address..... |
| Telephone (Office).....Mobile..... |
| Physical Address..... |

Part B: Evaluation Stages

Stage 1: Mandatory Requirements

Tenderer MUST qualify in all below in order to proceed to the Evaluation Stage 2

- 1. Must duly fill, sign and stamp the form of tender
- 2. Must provide a valid Tax Compliance Certificate/Tax Exemption Certificate/VAT/PIN Certificates.(attach copy)
- 3. Must provide valid business permit.
- 4. Must provide Certificate of registration/business registration (Attach copy)
- 5. Must provide the AGPO certificate.
- 6. Must duly fill, sign and stamp anti-corruption declaration form.
- 7. Must duly fill, signed and stamped Confidential Business Questionnaire.
- 8. Must dully sign and stamp the tender securing declaration form
- 9. For companies that are registered as limited companies, the CR12 must be attached.
- 10. Must provide the Nema Licence for wasted disposal.
- 11. Must attach NHIF compliance certificate
- 12. Must attached the NSSF compliance certificate.

The bidder who qualifies in the above stage will proceed to Technical Evaluation stage.

Stage 2: Technical Evaluation

| No. | Requirements | Max. Points | Points awarded | Remarks |
|-----|--|--------------------|----------------|---------|
| 1. | <u>Personnel (30 points) Attach CV</u> <ul style="list-style-type: none"> ➤ Director ➤ Supervisor Either must have certification on environmental management and waste disposal | 20 | | |
| 3. | <u>Experience in work of similar scope</u> <ul style="list-style-type: none"> ➤ 5 clients and above (20 points) ➤ 4 -5 clients (12 points) ➤ 2-3 clients (6 points) ➤ 2 clients and below (2 points) | 20 12 6 2 | | |
| 4. | <u>Value of Business the Firm can handle on credit-</u> <ul style="list-style-type: none"> ➤ Kshs 10,000,000.00 and above ➤ Kshs.5,000,000.00 – 10,000,000.00 ➤ Kshs.1,000,000 –4,999,999 ➤ Less than Kshs.999,999.00 (Attach copies of LPOs, Contracts, Award letters) | 10 7 5 2 | | |
| 5. | <u>Machinery-</u> List and Attach proof of ownership or lease of machinery intended for the works e.g. of motor vehicle and sanitary bins. -Attach Neema License for use of motor vehicle -Attach logbook of the licensed motor vehicle -Attach approval of disposal site /where you intend to dispose the waste -Attach colored photo of sample of bins to be provided | 20 | | |
| 6 | Attach list of employees and the salary paid for the last six months this should comply with the government rate of remuneration | 30 | | |
| | Total | 100 | | |

The pass mark is 70% of 100 points .

The bidder who qualifies in the above stage will proceed to Financial Evaluation.

Stage 3: Financial Evaluation

The bidder who qualifies in the above stage will be evaluated financially. The lowest evaluated bidder shall be awarded the tender.

Part C: Declaration (For the Tenderer only)

The Tenderer is expected to indicate whether he/she will/will not be evaluated on the above criteria

Q; Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender? (Tick appropriately below):

No: ☐

Yes : ☐

Official Stamp Sign.....

For Official Use Only

(The team Leader of the Evaluation Team will make comments below based on the findings about the Tenderer)

Total marks scored
.....
.....
.....

Accept the firm
☐

Reject the firm
☐

Sign.....Date.....