

TENDER No: MMU/GM/04/2020-2021/2021-2022



MULTIMEDIA UNIVERSITY OF KENYA

TENDER No: MMU/GM/04/2020-2021/2021-2022

**TENDER DOCUMENT FOR PROCUREMENT OF
GROUND MAINTENANCE SERVICES**

**CLOSING DATE:
THURSDAY 23RD JULY 2020 TIME: 12:00noon**

Youth & Women

**P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD
Tel. +254 20 2071391, Fax: +254 20 2071247**

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SECTION I: INVITATION TO TENDER

TENDER REF NO: MMU/GM/04/2020-2021/2021-2022

TENDER NAME : TENDER FOR PROCUREMENT OF GROUND MAINTENANCE SERVICES.

Multi Media University of Kenya (MMU) invites sealed bids from Eligible and Competent Tenderers (**Women & Youth**) for Provision of Grounds Maintenance Services for a period of **two (2) years** (2020/2021 - 2021/2022) subject to satisfactory performance in the first (1st) year.

Interested eligible candidates may obtain further information from and inspect the Tender Documents at Multimedia University of Kenya, Mbagathi Campus Supply Chain Office during normal working hours or downloaded at Multimedia University of Kenya website www.mmu.ac.ke free of charge.

Prices quoted for **tenders** should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the particular tender.

Due to the COVID-19 pandemic and consequently the Presidential Directives issued, there shall be **NO Pre-Tender Site Visits**. However, bidders are encouraged to make personal arrangements to acquaint themselves with the site before submitting their bids.

Completed tender documents are to be enclosed in plain sealed envelopes, Marked with the tender number and should be addressed to

The Vice Chancellor,
Multimedia University of Kenya,
P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD

and placed in the Tender Box on the Ground Floor of the Administration Block I, Mbagathi Campus or sent by post so as to reach the above not later than **Thursday 23rd July 2020 AT 12:00 noon**

Bids will be opened immediately thereafter in Admin Conference Hall, Administration Block I, in the presence of Tenderers who choose to attend.

Late Bids will be returned un-oponed.

Vice Chancellor

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers —

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement specified in the tender documents.
- 2.1.2 MMU employees, Committee members, Council 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 MMU 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 the procuring entity, 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.1,000/ Same can be downloaded at **Multimedia University of Kenya website www.mmu.ac.ke free of charge.**
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements

- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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 procuring entity 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, MMU, 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, MMU, at its discretion, may extend the deadline for the submission of tenders.

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 the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire.

2.8 Form of Tender

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 procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to 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 MMU'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 for the amount and form specified in the Invitation to tender.

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

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

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

a) A bank guarantee.

b) Cash.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.2 and 2.12.3 will be rejected by MMU as non responsive, pursuant to paragraph 2.20

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

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

2.12.8 The tender security may be forfeited:

a) If a tenderer **withdraws** its tender **during** the period of tender

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validity specified by the procuring entity 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 2.26 or
 - ii. to furnish performance security in accordance with paragraph 2.27.
- c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

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

2.13.2 In exceptional circumstances, MMU 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 Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the

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words: “DO NOT OPEN BEFORE the address specified under paragraph 2.15.2 not later than on **Thursday 23rd July, 2020 at 12:00noon**”

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

2.15.4. If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity 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 MMU at the address specified under paragraph 2.15.2 not later than on **Thursday 23rd July, 2020 at 12:00noon**

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

Bulky tenders which will not fit in the tender box shall be received by MMU 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 MMU 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 MMU may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 MMU 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 MMU open all Technical Tenders Bids in the presence of tenderers' representatives who choose to attend, on **Thursday 23rd July, 2020 at 12:00noon**, in the **ADMIN CONFERENCE HALL ,ADMINISTRATION BLOCK** . The tenderers' representatives who are present shall sign a register evidencing 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 MMU, at its discretion, may consider appropriate, will be announced at the opening.

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

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders MMU 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 procuring entity in MMU'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 MMU will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.20.3 MMU 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.

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- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, MMU 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. MMU'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 MMU and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

Where other currencies are used, the procuring entity 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 MMU 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 MMU'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 2.23 the following evaluation methods will be applied:

(a) Operational Plan.

MMU 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 MMU's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

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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. MMU 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 MMU

2.23.1 Subject to paragraph 2.19, no tenderer shall contact MMU 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 MMU 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

- i. In the absence of pre-qualification, MMU 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.
- ii. 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

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tenderer, pursuant to paragraph 2.1.2, as well as such other information as MMU deems necessary and appropriate.

- iii. 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 MMU will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b. Award Criteria

- i. Subject to paragraph 2.28 MMU 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 price, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- ii. MMU 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 MMU's action. If MMU determines that none of the tenderers is responsive; MMU shall notify each tenderer who submitted a tender.
- iii. 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, MMU 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 MMU 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, MMU 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 MMU notifies the successful tenderer that its tender has been accepted, MMU 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 MMU.

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 MMU, 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 MMU.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event MMU may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 MMU 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 MMU 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 regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions To Tenderers Reference	Particulars Of Appendix To Instructions To
2.1.1	Particulars of eligible tenderers: Women and Youth evidenced by AGPO certificates
2.10	Particulars of others currencies allowed: Only Kenya Shillings
2.11	Particulars of eligibility and qualifications Documents of evidence required: As per Evaluation Criteria
2.12	Particulars of tender security: Bidders should fill and submit at Tender Securing Declaration Form (sample Form attached)
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days
2.24	Particulars of post - qualification if Applicable - The University may carry out Due Diligence visits to the tenderers premises to ascertain some details in the Tender Documents
2.30	Particulars of performance security - not applicable
Other's as necessary	Complete as necessary

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 MMU 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 MMU under the Contract.
- d) The Procuring entityll means the Multi Media University of Kenya (MMU) the organization sourcing for the services under this Contract.
- e) The contractor means the individual or firm providing the services under this Contract.
- f) GCC means general conditions of contract contained in this section
- g) SCC means the special conditions of contract
- h) Day means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

The tenderer shall indemnify MMU 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

- 3.5.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to MMU the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to MMU as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to MMU and shall be in the form of :
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by MMU 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 MMU or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity 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 MMU.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, MMU 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 MMU.
- 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

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 MMU'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 Assignment

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

3.10 Termination for Default

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

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

3.11 Termination for insolvency

MMU 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 MMU.

3.12 Termination for convenience

MMU 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

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

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

3.13 Resolution of disputes

The procuring entity's 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 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract	
3.6	Specify performance security if applicable	Not Applicable
3.7	Payment	At the end of every month, the supplier shall submit invoices addressed to the Vice Chancellor, Multimedia University of Kenya, and P.O. Box 15653-00503, Nairobi. The credit period shall be 30 days. Payments will be made upon proof of satisfactory performance
3.8	Specify price adjustments allowed	None
3.10	Termination	The agreement shall terminate at the end of the second (2 nd) year from the date hereof, subject to proven satisfactory performance in the 1 st year. However either party may terminate the Agreement by giving to the other party two (2) months' notice in writing or payment of two (2) months the contract price and charges in lieu of such notice. On termination of this Agreement, the ground maintenance Services Company shall be expected to remove all its

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		equipment, which may have been placed on the premises within one month from the date of termination.
3.13	Specify resolution of disputes	Arbitration Both parties shall endeavor to settle amicably any dispute or difference of any kind but should any such dispute or difference persist then it shall be settled in accordance with the arbitration Act 1995.
3.16	Specify applicable law	Laws of Kenya
3.17	Indicate addresses of both parties	Client: Multimedia University of Kenya P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD
Other's as necessary	Complete as necessary	

SECTION V: SCHEDULE OF REQUIREMENTS

5.1 DETAILED TECHNICAL SPECIFICATIONS FOR PROVISION OF GROUND MAINTENANCE SERVICES AT THE MULTIMEDIA UNIVERSITY OF KENYA.

This is a tender for provision of Grounds Maintenance Services for twenty four **24 months** from date of award, subject to satisfactory performance in the first (1st) twelve (12) months.

A. AREAS TO BE COVERED:

Lawns

- Zone A:** From main gate on the right hand side (through the main Conference hall up to Club house) and left side from the mosque including roundabout, roads and car parks. This also include areas along road reserve from gate C to club house proposed gate
- Zone B:** Flowers and gardens at the Club House, natures Park, Senior Staff & Hotel
- Zone C:** All areas outside Library, Tuition Blocks, Dispensary, and Lower staff Quarters, Transport, hostels BCDE, prefabs and roads & parking & main basketball pitch and lower staff Quarters.
- Zone D:** From Procurement to the right hand up to Access Network, Laundry, hostel A, basketball pitch, main Kitchen and drainage at the main kitchen up to the Farm, drainage from Hostel A along the fence

The following are contained in the above areas.

1. Classrooms, Offices
- 1) Cloakrooms
- 2) Laboratories
- 3) Flowers, grass, trees
- 4) Stores
- 5) Drainages
- 6) Pavements
- 7) Roads and parking
- 8) Classrooms, Corridors, Offices and Halls
- 9) Grass lawns in between the buildings

- ZONE E** Playing Fields- Areas in & around the Mosque, football, volleyball, hockey and area around the pavilion & lower students Quarters

B. DETAILED SPECIFICATIONS - SCOPE AND STANDARD OF THE SERVICES

1. Car Parks, Roads and Basketball Pitch

- These areas should be kept free from any litter, i.e. they should be swept daily and kept clean throughout. Parking areas should be swept every day early in the morning before cars occupy the bays. The parking bay should be cleaned with water whenever possible at least once every two weeks preferably during weekends.

2. Lawns / Compounds

- a. The compounds pitches, playgrounds and swimming pool areas should be kept clean by sweeping whenever possible. The lawns must be machine mowed and grass watered using sprinkler and hose.
- b. Trees should be pruned appropriately
- c. Fences and hedges should be trimmed
- d. Pavements and verandahs should be swept daily and thoroughly cleaned at twice a week, paper and other litter should be collected and disposed off immediately. All verandahs should be swept and washed daily and kept dry at all times.
- e. Clearing silts and maintaining culverts and drainages along the sides of the roads shall be done throughout the year. Further, unblocking and clearing grass and rubbish in the drainage channels on all roads throughout the year
- f. All litterbins along the roads and on the lawns should be emptied daily and cleaned well.
- g. The lawns within the campus should be kept short and uniform neat.
- h. The weeds on the lawns, underneath the bushes and the fence should be uprooted.
- i. Flowerbeds should be weeded, watered and manure applied and well tendered and no deposits of any nature-whether mowed grass, weeds or dry grass should be left on the lawns.
- j. Flowers and trees surrounding the buildings and along the roads and walkways should be neatly trimmed.
- k. Waste materials should be disposed at designated areas within the University.

3. Clubhouse, Main gate, Administration area and Hotel Garden

The services in the mentioned areas will entail the following

- a. Weeding
- b. Trimming flowers
- c. Watering
- d. Application of fertilizer or Manure as appropriate
- e. Spraying
- f. Grass cutting

The in-house flowers should be watered, sprayed, trimmed and fed with fertilizer appropriately

- a. The lawns within the campus should be kept short and uniform neat.
- b. The weeds on the lawns, underneath the bushes and the fence should be uprooted.
- c. Flowerbeds should be weeded, watered and manure applied and well tendered and no deposits of any nature-whether mowed grass, weeds or dry grass should be left on the lawns.
- d. Flowers and trees surrounding the buildings and along the roads and walkways should be neatly trimmed.
- e. Waste materials should be disposed at designated areas within the University.

C. OTHER SPECIFICATIONS

1. Standard of Service

The Company shall provide services of expected standards in the performance of this Agreement and poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of the University.

Frequent inexcusable delays by the Grounds Maintenance Services Company in the performance of its obligations shall give rise to sanctions and imposition of liquidated damages by the University.

Break Clause:

Should the Contractor at any time during the period of the contract fail to provide services in accordance with the conditions and specifications as set out, then the University reserves the right to demand that such services be repeated and/or terminate the contract forthwith as per the contract document.

2. Service Provision

Services are to be provided on daily basis including weekends and public holidays or as otherwise specified, and shall be to the MMU designated areas.

3. Staff Uniform and Protective Clothing

Contractor shall provide his staff with basic uniform having the company name. They must be provided with protective clothing, footwear e.g. boots, overalls, hand gloves etc. The clothing must be kept clean and worn at all times while on duty. The staff :

- a) Must have certificate of good conduct.
- b) Be dressed in company uniform at all times.
- c) Must be adequate to provide quality service and avoid any interruption of business.

4. Statutory Regulations

The Contractor will be expected to comply fully with the statutory regulations regarding wages, safe working conditions, and injuries while on duty, illnesses, holidays, working hours etc.

5. Insurance

The Contractor shall insure its personnel engaged in the performance of this agreement against injury sustained by them in the cause of their duties and against liabilities arising from MMU's claims for loss, damage or injury.

6. Assignment

The Grounds Maintenance Services Company shall not assign or subcontract any of its rights or duties under this Agreement.

7. Contract Administration

The Contractor shall always endeavor to carry out the contract as detailed in this Tender document. In order to minimize disputes especially those that emanate from failure to follow specifications, both the Contractor's and the University's supervisors must visit all the areas under this contract and sign in a diary for future reference and both supervisors shall sign the log to signify that they are party to the comments entered therein. In case any party does not agree with the comments put in the log by the other party, then he/she is at liberty to write his opinion and sign it.

8. Supervisory Staff

The Contractor shall provide a qualified Supervisor or Manager to be responsible for deploying the Contractor's Personnel on site and in handling day-to-day administrative matters and be identified as the contact person between the Contractor and the Employer's Supervisor. He/ she shall not be performing day to day cleaning duties.

All personnel will be subject to effective supervisory arrangements and procedures and the Contractor's supervisor shall make daily visits to inspect the performance of the personnel.

9. Equipment and Materials

The Contractor is to provide all the materials, tools, equipment and labor necessary to carry out the services detailed in this contract. The electricity required to drive any power equipment and wholly utilized for works on this contract and drawn from available socket outlets will however be provided free by the University. Any other fuel to power such equipment as lawnmowers will be provided by the Contractor.

10. Cleanliness

While placing rubbish in the bins, any garbage within five meters radius must

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also be collected and placed in the bins leaving the area clean. The University will provide a dumping ground where rubbish may be burned.

The University expects the service provider to keep the premises contracted for in clean, kempt and to the expected standards as set out in the specifications.

11. Indemnity

The Grounds Maintenance Services Company shall indemnify and keep indemnified MMU, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Cleaning Services Company, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its workers whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by MMU, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Cleaning Services Company, its servants or agents.

5.2 PRICE SCHEDULE

	AREAS	BIDS PER MONTH Kshs	AMOUNT FOR ONE YEAR Kshs	AMOUNT FOR TWO YEARS Kshs
	Zone A			
	Zone B			
	Zone C			
	Zone D			
	Zone E			
	VAT			
	TOTAL FOR ONE YEAR Kshs			
	GRAND TOTAL FOR TWO YEARS Kshs			

NB:

Minimum No. of employees: shall NOT be less than 20 employees

Signature of tenderer _____

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

5.3 EVALUATION CRITERIA

Pursuant to paragraphs 2.20, 2.21 and 2.22 the following Evaluation Criteria will be applied:

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation

PRELIMINARY EVALUATION CRITERIA

No	MANDATORY REQUIREMENTS	RESPONSIVENESS	
		Yes	No
1	Copy of Certificate of Registration / Incorporation		
2	Copy of Valid Tax compliance Certificate/Tax Exemption Certificate		
3	Certificate of registration from Treasury (YAGPO / WAGPO Certificate)		
4	CR12 Certificate confirming Directors and Shareholding (Evidence of identity to prove youth in the enterprise)/ID Card for Sole Proprietorship		
5	Copy of Valid Single Business Permit		
6	A copy of valid NHIF Compliance Certificate		
7	A copy of valid NSSF Compliance Certificate		
8	Current Certification/Letter from Ministry of Labour as proof of compliance with Guidelines on Minimum Wage and labour laws		
9	Duly filled, signed and stamped Tender Securing Declaration form		
10	Declaration that the Bidder shall not engage in any corrupt or fraudulent practice. The form must be duly signed by a person lawfully authorized (senior management) - Form SD2 (attached)		
11	Original & copies of tender document must be properly bound and pages serialized in line with Section 74 (1) (f) of the Public Procurement and Asset Disposal Act 2015 Pagination should be in format 1, 2, 3, 4.....to the last page. Tender with Repeated pages, missing page numbers and other inconsistencies will be rejected		
12	Duly signed form of tender		

Tenderers who do not satisfy any of the above requirements shall be considered **Non-Responsive** and their tenders will not be evaluated further.

NOTE: The validity of the documents shall be deemed valid at the time of opening the Tenders.

TECHNICAL EVALUATION CRITERIA

Bidders meeting the entire above mandatory requirements will be subjected to Technical Evaluation Criteria and marks assigned as indicated below:

No	Technical Requirement		Maximum Sore
1	Proof of Experience in provision of Sanitary Disposal Services copies of LPOs, award letters, contracts or Recommendation letters from your current or previous major reputable clients/firms with work of equivalent nature and volume for in the last 5 years. a) 1 client - 5 mark b) 2 clients - 10 marks c) 3 clients - 15 Marks	Letters should have the following details:- signed, Stamped, physical location, Postal address, phone numbers, Clients contacts name, Duration of contract.	15 marks
2	<u>Years of experience</u> Number of years that the firm has been providing cleaning, Ground Maintenance & Gardening services a) 0- 1 years(3) marks) b) 1-2 years (6marks) c) 3 > years (10 marks)	Attach copy of Certificate of Incorporation/Registration	10 marks
3	<u>Equipment & Tools</u> a) Breakdown of machines, equipment and tools Related to the services to be provided. (22marks) 1) Ownership of three (3) lawn mowers (6 marks) 2) Ownership of four watering systems (sprinklers) and ancillary accessories. (8 marks) 3) Gardening tools (2 marks) 4) List of Personal protective equipment.(6marks) <ul style="list-style-type: none"> Uniform clothes - 2marks Protective shoes (2 marks) OTHERS - Gloves, Dust and ear masks (2marks) 	Provide proof of ownership e.g. copies of purchase receipts /lease documentary proof for the same.	22 marks
4	Competency of Supervisors and Managers:-	<ul style="list-style-type: none"> Attach certified copies of certificates 	16marks

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	<p>Experience of supervising/managing similar scope:</p> <p>✓ <u>Supervisor</u> a) 1 years (1 mark) b) 1-2 years (2 marks) c) >3 years (3 marks) (<u>Maximum (3 marks)</u>)</p> <p>✓ <u>Manager</u> a) 0-1 years (2 marks) b) 1-2 years (3) marks) c) >3years (4 marks) (<u>maximum 4 marks)</u></p> <p>Relevant courses such as housekeeping, hospitality and management;</p> <p>✓ <u>Supervisor</u> a) Certificate level = (2 marks) b) Diploma or higher = (3 marks) (<u>Maximum 3 marks)</u></p> <p>✓ <u>Manager</u> a) Diploma level = (3 marks) b) Degree level = (4 marks) (<u>maximum 4 marks)</u></p> <p>c) Proof of staff first aid training - <u>2 marks</u> (<u>Max 2 Marks)</u></p>	<p>and CVs of the proposed supervisors and Managers for the contract.</p> <ul style="list-style-type: none"> • Recommendation letters Should have the following details:- signed, stamped, Physical location, postal address, phone numbers, and Clients Contacts name. 	
6	<p>Work Plan and methodology of execution</p> <p>le An Operational plan Providing a detailed daily operational plan for the whole contract duration. (This to include staffing required to undertake particular tasks, sequence and frequency of events and tools to necessary to carry tasks etc)</p> <p>1) Work plan including Daily duty procedure (4 Marks)</p> <p>2) Cleaning ,gardening and tending different kinds of flowers and plants (6 Marks)</p> <p>3) Waste handling procedure e.g.</p>		16 marks

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	biodegradable, hazardous, filters & oily rags, bottles, plastics, polythene etc. (6marks) Tenderers should submit their signed procedures and methodology of execution which shall forms part of the contract		
5	Documentary evidence (Pay roll from at least two current sites) by the bidder on the adherence to minimum wage guidelines for the Cleaners/gardeners as provided by the Ministry of Labour. a) Below Kshs: 13,572/= 3 marks b) Above Kshs. 13,572/=: (10 marks)		10 marks
6	1) Own company (Tenderer) Environmental Safety and Health Policy including emergency or contingency measures during service delivery (4 marks) 2) Waste handling procedure (2 marks) 3) First Aid handling procedures and emergency Preparedness. (2 marks) 4) Safety measures at work place (2marks) 5) Emergency call centre (1 mark)	Attach Copy of signed Company Policy	11 marks
TOTAL MARKS			100
PASS MARK			70
Particulars of post - qualification if applicable. MMU may inspect the premises and confirm details			
Award Criteria: <i>The firm achieving the lowest evaluated price per item will be awarded the contract.</i>			

Bidders in the target group who feel they lack the capacity for this tender are encouraged to have a partnership agreement with other established entity and the role of the parties to the agreement must be clearly defined. **The Lead Role must be the entity from Special group.** Both or/all entities party to the agreement submitted will be liable to contractual obligation in case of award.

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For joint ventures, bidders must submit signed agreements and Power of Attorney. Where transportation of the bids is outsourced, attach proof - i.e. contract/agreement and Power of Attorney. Multimedia University of Kenya at its discretion may authenticate the contract/agreement.

- 1) Multimedia University of Kenya reserves the rights to undertake due diligence to verify information and evidence provided above.
- 2) A tender must score a **minimum mark of 70%** to qualify for financial evaluation

FINANCIAL EVALUATION CRITERIA

Tenderers shall state their bid as detailed on a schedule outlined in section V - schedule of requirements and the price schedule. Tenders will be evaluated on the basis of this base price.

Tenders shall be ranked according to their evaluated price and the successful tender shall be the tender with the lowest evaluated price per item from the bidders who qualify at the technical stage above.

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

5.4 DUE DILIGENCE

Multimedia University may carry out a Due Diligence exercise on the tenderers' premises to confirm the information provided. Bidder whose details do not correspond to the details in the tender documents will be disqualified.

The due diligence report will comprise assessment of the bidders' ability to perform the work. The Evaluation Committee shall visit the provided sites by the bidder under evaluation to determine:

- a) The bidder's **capacity** to discharge duties of similar nature and magnitude comparable to the University.
- b) **Quality** of service offered by the bidder shall be established by the Evaluation Committee to previous clients.
- c) **Customer Satisfaction** of previous clients.

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 in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 2.12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the - conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Tender Securing Declaration
5. Letter of Notification of Award
6. Anti-Corruption Self-Declaration forms
 - a) Bidder not debarred in the matter of PPAD Act 2015 - **Form SD1**
 - b) Bidder shall not engage in any corrupt or fraudulent practice - **Form SD2**

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]*, the 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 herewith 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 may be 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 _____

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 materials and spares.

Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_____the _____(for the Procuring entity)

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

in the presence of_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

	Part 1 General 1) Business Name..... 2) Location of Business Premises Plot No,..... Street/Road..... 3) Postal Address..... .Tel No.....Fax Email..... 4) Nature of Business..... 5) Registration Certificate No..... 6) Maximum value of business which you can handle at any one time - Kshs..... 7) Name of your Bankers..... 8) Branch.....																				
	Part 2 (a) - Sole Proprietor 1) Your name in full.....Age..... 2) Nationality.....Country of Origin..... 3) Citizenship details.....																				
	Part 2 (b) - Partnership Given details of partners as follows <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																		
1.																					
2.																					
3.																					
4.																					
	<u>Part 2 (c) - Registered Company</u> 1) Private or Public 2) State the nominal and issued capital of company 3) Nominal Kshs. 4) Issued Kshs. 5) Given details of all directors as follows <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																		
1.																					
2.																					
3.																					
4.																					
	Date.....Signature of Candidate.....																				

TENDER No: MMU/GM/04/2020-2021/2021-2022
TENDER SECURING DECLARATION

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

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

The Vice Chancellor
Multimedia University of Kenya
P.O Box 15653-0503, **NAIROBI.**

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 *[insert number of months or years]* starting on *[insert date]*, 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]*

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

SELF DECLARATION FORM

FORM SD1

SELF DECLARATION FORMS
(r.47)

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE
MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I,, of Post Office Box being a
resident of in the Republic of do
hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title)

.....

(Signature)

.....

(Date)

Bidder's Official Stamp