



# MULTIMEDIA UNIVERSITY OF KENYA

**TENDER NO: MMU/SS/02/2020-2021/2021-2022**

## **TENDER DOCUMENT FOR PROVISION OF SECURITY GUARD SERVICES**

**CLOSING DATE:  
WEDNESDAY 22<sup>nd</sup> July, 2020 AT 12.00 NOON**

**Open to General the Public**

**P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD  
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SECTION I INVITATION TO TENDER

TENDER NAME : TENDER FOR PROVISION SECURITY GUARD SERVICES

**TENDER No. MMU/SS/02/2020-2021/2021-2022**

Multimedia University of Kenya (MMU) Invites sealed tenders from eligible candidates for provision of Security Guard Services for MMU for a period of **two (2) years** (2020/2021 - 2021/2022) subject to satisfactory performance in the first (1<sup>st</sup>) 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 upon payment of non-refundable fees of **Ksh.1,000.00** in cash or Bankers cheque payable to Multimedia University of Kenya. or downloaded at Multimedia University of Kenya website [www.mmu.ac.ke](http://www.mmu.ac.ke) free of charge.

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

Bidders will be required to submit a **Tender Security** of **KSH 250,000.00** in form of Bankers Cheque, Bank Guarantee from a reputable Bank valid for **150 days** from the date of tender opening.

**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 Tenders in plain sealed envelopes, marked with the Tender Number on the right-hand side corner and bearing no indication of the Tenderer should be addressed to:

**The Vice Chancellor,  
Multimedia University of Kenya  
P.O Box 15653-00503, NAIROBI.**

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 **WEDNESDAY 22<sup>nd</sup> 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-opened.

**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](http://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

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- 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 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 words: “DO NOT OPEN BEFORE the address specified under paragraph 2.15.2 not later than on **Wednesday 22<sup>nd</sup> 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 **Wednesday 22<sup>nd</sup> 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 **Wednesday 22<sup>nd</sup> 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.

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- 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.
- 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 22.3 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.**

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

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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 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 for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>Competent firms specialized in Security Guarding Services</b>
2.10	Prices shall be quoted in Kenya Shillings
2.11	Particulars of eligibility and qualifications documents of evidence required: <b>As per Description of Services and Evaluation Criteria</b>
2.12	Must furnish a Tender Security of <b>Kshs. 250,000/=</b> in form of a bank guarantee valid for <b>150 days</b>
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 120 days</b>
2.24	Particulars of post - qualification if Applicable - <b>The University may carry out Due Diligence visits to ascertain some details in the Tender Documents</b>
2.30	Particulars of performance security - <b>not applicable</b>



## 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 mean 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 entity 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

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 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.

3.5.3 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.  
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 the termination is for MMU convenience, the extent to which performance of the

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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	Details
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 <sup>nd</sup> ) year from the date hereof, subject to proven satisfactory performance in the 1 <sup>st</sup> 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 sanitary disposal Services Company shall be expected to remove all its equipment, which may have been placed on the premises within one month from the date of termination.
3.13	Specify resolution of disputes	<b>Arbitration</b> 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	<b>Laws of Kenya</b>
3.17	Indicate addresses of both parties	<b>Client: Multimedia University of Kenya P.O. BOX 15653 - 00503, NAIROBI, KENYA.</b>
Other's as necessary	Complete as necessary	

**SECTION V: SCOPE AND STANDARD OF THE SECURITY GUARDS SERVICES****DETAILED SPECIFICATIONS -****5.1 SCHEDULE OF REQUIREMENTS**

1. The Contract duration will be **twenty four (24) months** subject to satisfactory performance in the first (1<sup>st</sup>) twelve (12) months.
2. The contract entails provision of the following.
  - Security Guards on a monthly basis
  - Guards on temporary assignments (when required)
  - Security Dogs and Handlers
  - Staff escort (when required)
  - Provision of relevant security equipment (where specified)

S/No	Description	Daily Basis	Bid Per Month	Total for whole Duration of Contract (One Year)
1.	One day or night guard, 12 hour shift, monthly rate, Sundays and Public Holidays & VAT inclusive	N/A		
2.	One day or night supervisor, 12 hour shift, monthly rate, Sundays and Public Holidays & VAT inclusive	N/A		
3.	One guard on as-and-when required basis (rate per 12 hours either day or night)		N/A	N/A
4.	Alarm system on 24 hours	N/A		
5.	One Sniffer Dog	N/A		
6.	One Sniffer Dog per 12 hours as-and-when required basis		N/A	N/A
7.	One night dog handler, 12 hour shift, monthly rate, Sundays and Public Holidays & VAT inclusive	N/A		
8.	One night dog handler per 12 hours as-and when required		N/A	N/A

## 5.2 PRICE SCHEDULE

Tenderers are invited to bid for the Security Guard Services for a period of **twenty four (24) months**

### SERVICE DESCRIPTION

**Service:** Security Guard Services.

**Cost includes those of** Security Guard Services.

1. The number of security guards shall be **fifty five (55)**
2. **Two (2)** Security Guard Supervisors.
3. **Three(3)** Patrol Dogs
4. **Three (3)** Dog Handlers
5. Prices must be inclusive of VAT as well as all other statutory dues pay

**Quoted price must be inclusive of all taxes and shall cover all requirements as per the Tender document.**

**Contract duration is twenty four (24) months subject to satisfactory performance in the first (1<sup>st</sup>) twelve 12 months.**

### RATES

1. Total cost of Security Services (55 security guards, 2 security guards supervisors, 3 Patrol Dogs, 3 Dog Handlers ) Per month Kshs -----  
-----
2. Total Cost per year for the (55 Security Guards, 2 Security Guards Supervisors, 3 Patrol Dogs, 3 Dog Handlers ) (Contract/Tender Price)Kshs  
In words .....
3. Total Cost in two (2) years for the (55 security guards, 2 Security Guards Supervisors, 3 Patrol Dogs, 3 Dog Handlers ) (Contract/ Tender Price) Kshs  
In words .....

**NB: All rates must be inclusive of VAT and other applicable charges.**

Tenderer's Name: ..... Signature: .....

Company Stamp/Seal: ..... Date: .....

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

**5.3 PRICE SCHEDULE OF SERVICES**

Assignment	Qty	Monthly Rate	Annual Amount	Amount in two (2) years
Day Guards & Night Guards	55			
Security Guard Supervisors	2			
Patrol Dogs	3			
Dog Handlers	3			
Annual Total				
Total for the two years (Carried to Form of Tender)				

**OTHERS (as and when required)**

Assignment	Qty	Rate
Dog & Handler	1	
Adhoc Day Guard	1	
Adhoc Night Guard	1	
Alarms Installation	1	
Alarms monthly Charge Inc. response and maintenance	1	

Signature and Stamp of Tenderer

**NOTE:**

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. The prices quoted in "others (as and when required)" SHALL NOT form the Total Contract price and shall be relevant as- and when required.



## 5.4 METHODOLOGY AND WORK PLAN

### DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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#### 1. Methodology

#### 2. Work Plan and Key Performance Indicators

## 5.5 EQUIPMENT

Major Items / Equipment proposed for carrying out this Assignment

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<b>Description Make and Age</b>	<b>location</b>	<b>Condition (new, good poor)  Service, manual available</b>	<b>Ownership (owned, leased, to be purchased from whom)</b>
			Attach logbooks, and photographs of the vehicles branded with company name.

Attach maintenance schedules for all the equipment and vehicles.

## TECHNICAL SPECIFICATIONS

### 1. SCOPE OF SERVICE

- i. The contract resulting from tender shall terminate at the end of **two (2) years** from the commencement date, subject to satisfactory performance in the 1<sup>st</sup> year.
- ii. Guarding services shall be provided at MMU Mbagathi campus as will be agreed upon.
- iii. It shall entail safeguarding and protecting MMU staff, tenants, students, properties, materials and equipment from un authorized use, loss, theft and trespassing
- iv. Areas covered shall be the main gate, patrol within the campus buildings and premises and all college equipment both movable and immovable. Motor vehicle parking lots as required by providing continuous surveillance.
- v. Services are to be provided on daily basis including weekends and public holidays or as otherwise specified. The services shall be provided on 24 hours basis.
- vi. The tenderer shall provide the guards and their supervisors with appropriate uniforms and equipment having the firm's name.
- vii. They must be fully equipped and provided with the right tools of their trade e.g. Motor vehicles, motor bikes, bicycles, Peak caps/berets, whistles, torches and batteries, communication equipment, protective clothing, footwear e.g. boots, hand gloves etc. The clothing must be kept clean and worn at all times while on duty. The staff must:
  - a) Have certificate of good conduct from the Directorate of Criminal Investigations
  - b) Be literate and fluent in both English and Kiswahili
  - c) Be dressed in the firms uniform at all times
  - d) Be adequate to provide quality service and avoid any interruption of business
  - e) Be fully trained (Attach the firm recruitment and training manuals)
  - f) Be courteous to our staff and client at all times.
  - g) Neat and presentable while in uniform.
- viii. The successful bidder will also be expected to:
  - a) Hire and pay salaries to their guards, supervisors and managers without depending on payment remitted by MMU for the provision of security guard services taking into consideration the minimum wages in Kenya.
  - b) Provide sound and effective security guarding dogs and dog handlers where applicable.
  - c) Provide radio communication HF and VHF deployment and routine check patrol vehicles and motor bikes (provide details of motor vehicles) together with CAK radio communication licenses.
  - d) Attend to emergency situations/fire prevention, detection and control.
  - e) Have a back-up systems in cases of emergencies
  - f) Have First Aid and evacuation drills
  - g) Provide literate and trained guards capable of using radios and modern equipment like computers

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- h) Be able to control Industrial disputes/assembly control and student riots/strikes.
  - i) Be able to summon police, fire brigade and ambulances in cases of emergencies.
  - j) Appoint personnel who have knowledge in the legal and practical competence in relation to searching of lost persons, property and fair understanding/possess investigative skills and proper knowledge on the provisions of the Evidence act, Criminal procedures code and the penal code respectively.
- ix. All security officers and personnel to be subjected to a thorough medical inspection fit for their duties. Relevant medical Certificates to be produced on request.
- x. All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and MMU shall make periodical check/visits.
- xi. All equipment, Instruments and guard dogs used by such security officers will be medically examined and be supplied by the company concerned.
- xii. The successful tenderer shall be expected to record all occurrences of security nature in the OB happening in the University all times (Day and night) to facilitate proper investigations
- xiii. Report all cases of criminal nature to the police immediately to facilitate timely issuance of OB abstract and as well Provide University with a detailed written report of the same within twelve (12) hours of occurrence.
- xiv. The security firm shall provide services of expected standards in the performance of this contract and poor performance shall be reasonable grounds for summary termination of the agreement without notice at the sole discretion of the college. Frequent inexcusable poor performance by the security firm in the performance of its obligations shall give sanctions and imposition of liquidated damages by the University. If at any time during the performance of this agreement, the security firm encounters conditions affecting timely provision of services, the firm shall immediately and without delay notify the college in writing of the condition, its cause, duration and possible solution thereto as soon as possible as practicable. The University shall then evaluate the condition and may at its discretion waive the firm's obligations without the risk of sanctions, impositions or damages and or summary termination of this agreement without notice.

## **2. PROVISION AND STANDARD OF SERVICE**

A high standard of security performance in the execution of their work is expected. Poor performance and substandard quality of work will be grounds for termination of the agreement.

### **3. MAINTENANCE OF AN OCCURRENCE BOOK**

Be able to provide all their guards with note books, pens or cards, where the supervisors will sign to certify their physical visits or change of guards, i.e. Occurrence Books and note any incidences during the execution of the works. The Occurrence Book will be the property of MMU and shall be presented to protective Services officers in charge of every station by 8.00 a.m. of each day.

### **4. EQUIPMENT**

All guards must be fully equipped with the right tools of their trade as follows:-

- a) Peak caps/Berets
- b) Whistles and Lanyards
- c) Torches and batteries
- d) Serviceable military boots
- e) Great Coats
- f) Sweaters
- g) Clean Presentable Uniforms (Shirt & Trousers) and Tie where applicable.
- h) Clubs
- i) Identification badges
- j) Communication equipment

### **5. LOGISTICS**

The Security Firm shall make arrangements and be responsible at their own cost for the following.

- a) General transport requirements for all its personnel to and from the premises and
- b) Accommodation and site office for all personnel and operations
- c) Provision of Communication Equipment to its personnel, supervisor inclusive.

### **6. SIGN PLATES**

- a. The Security Firm shall at its own cost and subject to the prior approval thereof, provide sign plates indicating that the Premises are being guarded by the Security Firm and that guard dogs in use are not a threat.
- b. In the event of a loss, investigations must commence immediately by both parties in conjunction with the Police and investigative reports sent to headquarters for final decision.

**7. CONFIDENTIALITY**

The Security Firm, its Security Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of MMU.

**8. ASSIGNMENT**

The Security Firm shall not assign any of its rights or duties under this Agreement.

**9. SUB-CONTRACT**

The Security Firm contract shall not be sub-contracted under this agreement.

**10. INDEMNITY**

The Security Firm 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 Security Firm, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Security Officers 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 Security Firm its servants or agents.

**11. CLAIMS**

Notice of all claims by MMU in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

**12. INSURANCE**

The Security Firm shall insure its Security Officers and dogs engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act neglect or default of MMU its servants or agents the Security Firm will indemnify MMU against all actions claims and demands in respect of such injury.

The Security Firm shall if required by MMU avail the Policy of Insurance in respect thereof and proof of payment of current premium.

**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

**Stage 1 - Preliminary Evaluation Mandatory Requirements (MR)**

The following requirements must be met by the Tenderer

No.	Mandatory Requirements	Responsiveness	
		Yes	No
MR1	Copy of valid Certificate of Incorporation/Registration.		
MR2	Copy of valid KRA Tax Compliance Certificate		
MR3	Copy of CR12 Certificate confirming Directors and Shareholding /copy ID Card for Sole Proprietorship		
MR4	Tender Security of <b>KES: 250,000.00</b> in the form specified in the Tender Bid Document valid for <b>150 days</b> from the Tender opening date.		
MR5	Evidence of current Membership to Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA)		
MR6	Proof of possession of valid CAK Radio Communication License		
MR7	Valid copy (current ) for Contractual liability cover for Thirty Five Million Kenyan Shillings (Kshs.35,000,000/=)		
MR8	A letter of undertaking to produce Valid Police Clearance Certificates from the Directorate of Criminal Investigations for all Guards to be deployed after every Six months.		
MR9	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) - <b>Form SD2</b> (attached)		
MR10	A copy of valid NHIF Compliance Certificate		
MR11	A copy of valid NSSF Compliance Certificate		
MR12	Letter of compliance issued by the Ministry of Labor and showing compliance to labor requirements and in particular compliance to payment of minimum wage		
MR13	Original & copies of tender document must be <b>properly bound</b> and <b>pages serialized</b> 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		
MR14	Duly signed form of tender		

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**NOTE:**

1. Only tenderers who will have complied with ALL the Mandatory Requirements shall proceed to the next Evaluation stage.
2. The validity of the documents shall be deemed valid at the time of opening the Tenders.

**Stage 2 - Detailed Technical Evaluation**

	Evaluation Attribute	Weighting Score	
1	Number of years in Security business	10 years and above - 10 marks  Others prorated at:  $\frac{\text{Number of Years} \times 10}{10}$	10mks
2	Provide a list of clients and references to which the company has done similar services (provision of Security guard services to Institutions of Higher Learning) in the last ten (10) years.	10 Clients with references letters from the clients - 10 marks  Others prorated at:  $\frac{\text{Number of Clients}' \times 10}{10}$	10mks
3	Financial Strength Provide audited accounts for the last three years 2017, 2018, 2019	Three years audited accounts - 15 marks Two years accounts -10 marks One year audited accounts - 5 marks	15marks
4	Machines Equipment, accessories & Dogs owned by the firm and to be directly assigned to MMU during the contract period. Please provide the details in the format provide in Page 36	a) At least ten (10) operational motor vehicles (5mks) <i>Attach logbooks, and photographs of the vehicles branded with company name. or lease agreement</i>  b) Five (5) motor cycles (attach proof of ownership). or Lease Agreement (5 mks) <i>Attach logbooks, and photographs of the vehicles branded with company name or Lease agreement</i>  c) An operational VHF /Radio communication equipment (Attach proof of ownership of least ten (10) radio and frequency allocation) (5mks). Attach proof of ownership.  d) Proof of backup systems and ability to respond on timely basis The tenderer should state the position or locality of the backup ( 1) At the University - 5mks (2) Any other locality- 2 MKs	30 marks



		<p>e) Proof of the availability and ownership of at least five (5) trained dogs (Germany Shepherd) (the tenderer required to attach veterinary documents as a proof of ownership (5mks)</p> <p>f) Other Equipment/ tools of their trade as follows:-</p> <ol style="list-style-type: none"> <li>Peak caps/Berets</li> <li>Whistles and Lanyards</li> <li>Torches and batteries</li> <li>Serviceable military boots</li> <li>Great Coats</li> <li>Sweaters</li> <li>Clean Presentable Uniforms (Shirt &amp; Trousers) and Tie where applicable.</li> <li>Clubs</li> <li>Identification badges</li> <li>Hand held scanners</li> </ol> <p>(5mks)</p> <p>Please attach proof ( e.g. Purchase Receipts)</p>	
5	<p>Workforce Qualifications for the technical personnel training for the services for this Tender: -Company Profile including organizational chart, training curriculum and evidence of adequate training of guards, this shall include the class roster</p>	<p>1) Company Profile including organizational chart (5 Marks)</p> <p>2) Provide documentary evidence that the Tenderer has work force of at least two hundred (200) (attach the current NSSF employee contribution returns) (5mks)</p> <p><b><u>Personnel Qualifications</u></b>  <i>Statement of qualifications and experiences of key operations personnel as follows:</i></p> <p>3) Operations manager</p> <ol style="list-style-type: none"> <li>Minimum –"0" level qualification (attach copies of academic certificates) (2 pts)</li> <li>Must have risen to the rank of chief inspector of police and above or</li> </ol>	30 Marks

		<p>equivalent position/rank in the armed forces or have at least 10 years experience as a senior manager in private guarding services (attach evidence) <b>(1 pts)</b></p> <p>c) Have certificate of good conduct (Attach a copy) <b>(1 pts)</b></p> <p>d) Trained in radio communication, dog handling, customer service and competence <b>(1pts)</b></p> <p>Must Attach his/her signed CV/any other signed documentary proof</p> <p><b>4) Site Manager /officer in charge</b></p> <p>a) Minimum –"O" qualification (attach copies of academic certificates) <b>(2 pt)</b></p> <p>b) Must have risen to the rank of inspector of police and above or equivalent position/rank in the armed forces or have at least five years experience as a senior manager in private guarding services <b>(1pt)</b></p> <p>c) Have a Police Clearance Certificate from the DCI <b>(1pt)</b></p> <p>d) Trained in radio communication, dog handling, customer services <b>(1pt)</b></p> <p><i>Attach his/her signed CV/ any other signed documentary proof</i></p> <p><b>5) Two Supervisors (Day and night)</b></p> <p>a) Minimum –"O" level qualification (Attach copies of academic certificates) <b>(2pt)</b></p> <p>b) Must have risen to the rank of inspector of police and above or equivalent position/rank in the armed forces or have at least five years experience as a senior manager in private guarding services <b>(1pt)</b></p> <p>c) Have a Police Clearance Certificate from the DCI <b>(1pt)</b></p> <p>d) Trained in radio communication, dog handling, customer services <b>(1pt)</b></p> <p>Attach his/her signed CV and any other signed documentary proof</p>	
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		<p>6) <b>Competence and qualifications of security guards</b></p> <p>a) The tenderer to attach documentary proof to demonstrate that guards to be deployed on site have full and update training in security matters e.g. tenderers training manuals etc ( <b>3Pts</b>)</p> <p>b) Trained in radio communication, dog handling, customer services (<b>2pts</b>)</p> <p>Attach his/her signed CV/( at 20 Cvs for guards )</p>	
6	Work Program / Operation Plan / Schedule of provision of security service (Details to be provided in the format provided in Page ____	Principle of work Statement and details of how work shall be performed managed and reported. This should include but not limited to assignment of manpower, supervision of guards and frequency of the same, provision for backup security, recruitment and replacement of guards and feedback to Employer on incidents.	5 Marks
Total			100 marks
Pass mark			70

Particulars of post - qualification if applicable. MMU may inspect the premises and confirm details

Award Criteria:

***The firm achieving the lowest evaluated price per item will be awarded the contract.***

Only bidders meeting the minimum score of 70% (70 mks out 100 mks) shall proceed to the next level of evaluation.

### STAGE 3 - 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.

### STAGE 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 VI- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be 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 security form
5. Letter of notification of award
6. 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**

TENDER NO: MMU/SS/02/2020-2021/2021-2022

## 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\_\_\_\_\_.

**TENDER NO: MMU/SS/02/2020-2021/2021-2022**

**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**

Business Name.....  
Location of Business Premises .....  
Plot No, ..... Street/Road.....  
Postal address ..... Tel No. .... Fax Email.....  
Nature of Business .....  
Registration Certificate No. ....  
Maximum value of business which you can handle at any one time - Kshs. ....  
Name of your bankers .....  
Branch .....

**Part 2 (a) - Sole Proprietor**

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

**Part 2 (b) - Partnership**

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1. ....			
2. ....			
3. ....			
4. ....			

**Part 2 (c) - Registered Company**

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1. ....			
2. ....			
3. ....			
4. ....			

Date.....Signature of Candidate.....



TENDER NO: MMU/SS/02/2020-2021/2021-2022

## 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.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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]

*(Amend accordingly if provided by Insurance Company)*

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

SELF DECLARATION FORMS

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 mentioned to hereinabove is true to the best of my knowledge,  
information and belief.

.....

(Title)

.....

(Signature)

(Date)

Bidder Official Stamp

**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 mentioned to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp