MULTIMEDIA UNIVERSITY OF KENYA

MMU IS ISO 9001:2015 CERTIFIED

TENDER DOCUMENT FOR TWO (2) YEAR FRAMEWORK CONTRACT

TENDER NAME: SUPPLY AND DELIVERY OF FRESH MILK (LONG LIFE)

TENDER NO. MMU/FM/12/2021-2022/2022-2023

CLOSING DATE : WEDNESDAY 9TH JUNE, 2021 AT 12 NOON

RESERVED FOR YOUTH-OWNED ENTERPRISES

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TABLE OF CONTENTS

SECTION I - INVITATION TO TENDER ..... - 5 -

SECTION II - INSTRUCTIONS TO TENDERERS ..... - 6 -

2.1 Eligible Tenderers ..... - 6 -

2.2 Eligible Goods ..... - 6 -

2.3 Cost of Tendering ..... - 6 -

2.4 The Tender Document ..... - 7 -

2.5 Clarification of Documents ..... - 7 -

2.6 Amendment of Documents ..... - 7 -

2.7 Language of Tender ..... - 8 -

2.8 Documents Comprising of Tender ..... - 8 -

2.9 Tender Forms ..... - 8 -

2.10 Tender Prices ..... - 8 -

2.11 Tender Currencies ..... - 9 -

2.12 Tenderers Eligibility and Qualifications ..... - 9 -

2.13 Goods Eligibility and Conformity to Tender Documents ..... - 9 -

2.14 Tender Security ..... - 10 -

2.15 Validity of Tenders ..... - 11 -

2.16 Format and Signing of Tender ..... - 11 -

2.17 Sealing and Marking of Tenders ..... - 12 -

2.18 Deadline for Submission of Tenders ..... - 12 -

2.19 Modification and Withdrawal of Tenders ..... - 12 -

2.20 Opening of Tenders ..... - 13 -

2.21 Clarification of Tenders ..... - 13 -

2.22 Preliminary Examination ..... - 14 -

2.23 Conversion to Single Currency ..... - 14 -

2.24 Evaluation and Comparison of Tenders ..... - 14 -
2.25 Preference ..... - 15 -
2.26 Contacting Multimedia University of Kenya ..... - 15 -
2.27 Award of Contract ..... - 15 -
(a) Post-qualification ..... - 15 -
(b) Award Criteria ..... - 16 -
(c) Multimedia University of Kenya's Right to Vary quantities ..... - 16 -
(d) Multimedia University of Kenya's Right to Accept or Reject Any or All Tenders ..... - 16 -
2.28 Notification of Award ..... - 16 -
2.29 Signing of Contract ..... - 16 -
2.30 Performance Security ..... - 17 -
2.31 Corrupt or Fraudulent Practices ..... - 17 -
APPENDIX TO INSTRUCTIONS TO THE TENDERERS ..... - 18 -
EVALUATION CRITERIA ..... - 19 -
(a) Mandatory Requirements (MR) – Stage 1 ..... - 19 -
(b) Vendor's Responsiveness Scores (VR) – Stage 2 ..... - 20 -
(c) Financial Score (Evaluation) – Stage 3 ..... - 20 -
SECTION III GENERAL CONDITIONS OF CONTRACT ..... - 21 -
3.1 Definitions ..... - 21 -
3.2 Application ..... - 21 -
3.3 Standards ..... - 21 -
3.4 3.4 Patent Right's ..... - 21 -
3.5 Performance Security ..... - 21 -
3.6 Inspections and Tests ..... - 22 -
3.7 Payment ..... - 22 -
3.8 Prices ..... - 23 -

3.9 Assignment ..... - 23 -
3.10 Termination for Default ..... - 23 -
3.11 Termination for insolvency ..... - 23 -
3.12 Termination for convenience ..... - 23 -
3.13 Resolution of disputes ..... - 24 -
3.14 Governing Language ..... - 24 -
3.15 Force Majeure ..... - 24 -
3.16 Applicable Law. ..... - 24 -
3.17 Notices ..... - 24 -
SECTION IV SPECIAL CONDITIONS OF CONTRACT ..... - 25 -
SECTION V – SCHEDULE OF REQUIREMENTS ..... - 26 -
SECTION VI - DESCRIPTION OF GOODS ..... - 27 -
SECTION VII - STANDARD FORMS ..... - 28 -
7.1 FORM OF TENDER ..... - 29 -
7.2 PRICE SCHEDULE FORM ..... - 30 -
7.3 CONTRACT FORM ..... - 31 -
7.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE s.33 ..... - 32 -
7.5 TENDER SECURING DECLARATION FORM ..... - 33 -
7.6 LETTER OF NOTIFICATION OF AWARD ..... - 34 -
7.7 FORM RB 1 ..... - 35 -
REQUEST FOR REVIEW ..... - 36 -
7.8 FORM SD1 ..... - 37 -
7.9 FORM SD2 ..... - 38 -

SECTION I - INVITATION TO TENDER

TENDER NAME: - SUPPLY AND DELIVERY OF FRESH MILK (LONG LIFE)

TENDER NO.: MMU/FM/12/2021-2022/2022-2023

The Multimedia University of Kenya (MMU) invites sealed tenders from eligible candidates for the Supply and Delivery of **Fresh Milk (Long Life)** for **a period of Two Years (24 months)** subject to satisfactory performance during the first 12 months.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, Multimedia University of Kenya (MMU), main campus Mbagathi, during normal working hours.

A complete set of tender documents may be obtained by interested candidates from the Procurement Office, Multimedia University of Kenya (MMU), during normal working hours upon payment of a non - refundable tender fee of Kshs. 1,000.00. The document may also be ***viewed and downloaded from the Multimedia University of Kenya (MMU)'s websites:*** www.mmu.ac.ke or www.tenders.go.ke. Bidders who download the tender document will be required to pay any fee. All payments shall be made to the Multimedia University of Kenya (MMU)'s cash office based at the ground floor, Administration building. Upon payment of the tender fee, bidders are required to obtain an official receipt from the Cash Office and immediately forward their particulars to the Procurement Office for records and for the purposes of receiving any further tender clarifications and/or addendums.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for **120 days**.

Tenderers MUST complete the **Tender Securing Declaration Form** – Form 7.5 under Section VII - Standard Forms.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided at The Multimedia University of Kenya or be addressed to:

The Vice Chancellor
Multimedia University of Kenya
P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD
Tel. +254 20 2071391, Fax: +254 20 2071247

so as to be received on or before **Wednesday 9th June,2021 at 12 noon**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the ground floor Admin conference hall, Administration Building, Main Campus, Mbagathi.

VICE CHANCELLOR
MULTIMEDIA UNIVERSITY OF KENYA (MMU)

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section V.

2.1.2 Multimedia University of Kenya's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

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 Multimedia University of Kenya to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Multimedia University of Kenya, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

(i) Invitation to Tender
(ii) Instructions to tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of requirements
(vi) Technical Specifications
(vii) Tender Form and Price Schedules
(viii) Tender Security Form
(ix) Contract Form
(x) Performance Security Form
(xi) Bank Guarantee for Advance Payment Form
(xii) Manufacturer's Authorization Form
(xiii) Confidential Business Questionnaire

2.4.2 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.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify Multimedia University of Kenya in writing or by post at the entity's address indicated in the Invitation to Tender. The MMU will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Multimedia University of Kenya. 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 that have received the tender document.

2.5.2 Multimedia University of Kenya 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.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, Multimedia University of Kenya, 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Multimedia University of Kenya, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and Multimedia University of Kenya, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
(b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
(c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
(d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 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.

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to Multimedia University of Kenya's satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods;
(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by Multimedia University of Kenya; and
(c) a clause-by-clause commentary on Multimedia University of Kenya's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect Multimedia University of Kenya against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender

documents or another form acceptable to Multimedia University of Kenya and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by Multimedia University of Kenya as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Multimedia University of Kenya.

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

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by Multimedia University of Kenya on the Tender Form; or
(b) in the case of a successful tenderer, if the tenderer fails:
(i) to sign the contract in accordance with paragraph 2.27
or
(ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by Multimedia University of Kenya, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Multimedia University of Kenya as non-responsive.

2.15.2 In exceptional circumstances, Multimedia University of Kenya 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 2.14 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.

2.16 Format and Signing of Tender

2.16.1 Multimedia University of Kenya 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.

2.16.2 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. The latter authorization shall be indicated by

written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

2.17 Sealing and Marking of Tenders

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to Multimedia University of Kenya at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **(Wednesday 9th June,2021 at 12 noon)**

2.17.3 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".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, Multimedia University of Kenya will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by Multimedia University of Kenya at the address specified under paragraph 2.17.2 no later than (**Wednesday 9th June,2021 at 12 noon)**

2.18.2 Multimedia University of Kenya may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of Multimedia University of Kenya and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.7

2.19.5 Multimedia University of Kenya may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 Multimedia University of Kenya 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.

2.20 Opening of Tenders

2.20.1 Multimedia University of Kenya will open all tenders in the presence of tenderers' representatives who choose to attend, at (**Wednesday 9th June, 2021 at 12 noon** and in the location specified in the Invitation to Tender.

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

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

2.20.3 Multimedia University of Kenya will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders Multimedia University of Kenya may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence Multimedia University of Kenya in Multimedia University of Kenya's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 Multimedia University of Kenya will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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 quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 Multimedia University of Kenya 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. Multimedia University of Kenya's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by Multimedia University of Kenya and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, Multimedia University of Kenya will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 Multimedia University of Kenya will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 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 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting Multimedia University of Kenya

2.26.1 Subject to paragraph 2.21 no tenderer shall contact Multimedia University of Kenya on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence Multimedia University of Kenya in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, Multimedia University of Kenya will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as Multimedia University of Kenya deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Multimedia University of Kenya will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Multimedia University of Kenya's Right to Vary quantities

2.27.5 Multimedia University of Kenya reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Multimedia University of Kenya's Right to Accept or Reject Any or All Tenders

2.27.6 Multimedia University of Kenya 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 Multimedia University of Kenya's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, Multimedia University of Kenya will notify the successful tenderer in writing that its tender has been accepted.

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

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, Multimedia University of Kenya will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as Multimedia University of Kenya notifies the successful tenderer that its tender has been accepted, Multimedia University of Kenya will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Multimedia University of Kenya.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from Multimedia University of Kenya, 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 Multimedia University of Kenya.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.30 or paragraph 2.31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Multimedia University of Kenya may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 Multimedia University of Kenya requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Multimedia University of Kenya, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive Multimedia University of Kenya of the benefits of free and open competition;

2.31.2 Multimedia University of Kenya 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.

2.31.3 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 THE TENDERERS

The following information for procurement of goods 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: **Youth-Owned Enterprises**
2.2.2	Price to be charged for tender documents. **Kshs. 1,000** for those who purchase the tender document directly from Multimedia University of Kenya and **FREE for those who download the document.**
2.10	Particulars of other currencies allowed. **None**
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements on 2.22 below
2.12.1	Particulars of tender security if applicable. NOT APPLICABLE
2.12.4	Form of Tender Security: NOT APPLICABLE, Bidders MUST fill Tender Securing Declaration Form
2.13	Validity of **Tenders 120 days after date of Tender Opening.**
2.14.1	Copies of Tender Documents to be Submitted: **An original and one (1) copy**
2.16.1	Address of Receiving Tenders: **Completed Tender Documents should be deposited in the tender box provided at MULTIMEDIA UNIVERSITY OF KENYA** **P.O BOX 15653 – 00503** **NAIROBI, KENYA**
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Department
2.22	**Evaluation and comparison of Tenders:** The Evaluation Criteria on page 19 shall be applied not withstanding any other requirement in the tender documents.
2.24	**Particulars of post – qualification if applicable. MMU may inspect the premises and confirm details**
2.24.4	**Award Criteria:** The firm achieving the lowest evaluated price will be awarded the contract.
Other's as necessary	**Complete as necessary. None**

EVALUATION CRITERIA

The Evaluation process will be carried out in three (3) stages as follows

(a) Mandatory Requirements (MR) – Stage 1

The following requirements must be met by the tenderer.

No.	Requirements	Responsive or Not Responsive
MR1	Copy of Certificate of Incorporation/Registration.	
MR2	Copy of current Single Business License	
MR3	A valid Copy of CR12 Certificate confirming Directorship and Shareholding OR **ID Card for Sole Proprietorship**	
MR4	Confidential Business Questionnaire – duly filled	
MR5	Valid copy Certificate of KRA Tax Compliance.	
MR6	Valid copy of Certificate of registration with National Treasury or County Government for **Youth Owned Enterprises**	
MR7	Duly signed/stamped Tender Securing Declaration Form	
MR8	Must fill the self-declaration that the person/tender is not debarred from participating from any procurement proceedings (Form SD1)	
MR9	Must fill the self-declaration that the person /tender shall not engage in any Corrupt or Fraudulent Practices (Form SD2)	
MR10	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	

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

(b) Vendor's Responsiveness Scores (VR) – Stage 2

This section (Vendor's Responsiveness) will be marked **out of 70points**

No.	Evaluation Attribute	Evidence	Max. Score
VR1	**Firms experience in relation to the assignment.** Tenderers must show ability and experience to undertake the assignment by demonstrating that they have undertaken similar assignments for corporate companies (5 clients for maximum points)	Provide documentary evidence that you have been contracted by these clients in the form of LPOs, copies of contracts, Award letters (Max 25 marks)	25
VR2	**Company profile and location** i. Provide a detailed company profile including the list of directors and key management staff together with their qualifications and experience and physical address must be submitted (10 Mks) ii. Qualification of key personnel. Attach CVs of at least five (5) key personnel to be involved in the assignment (10 Mks)	i. Company profile ii. Relevant certificates, testimonials and CVs MUST be attached.	20
VR3	**Capacity to transport goods** Firms to indicate mode of transport and proof of ownership	i. Owned transport (evidenced by logbook) – 15 Mks ii. Hired transport (lease agreement) – 5 Mks iii. Not Indicated - 0	15
VR4	**Physical Facilities of firm** • Provide details of physical address and contacts – **attach evidence**	Details of physical address and contacts with copy of either **title**, **lease document** or latest utility bill	10
		TOTAL POINTS	**70**
		PASS MARK (50points)	**50**

Only bidders who score 50points and above will be subjected to financial evaluation. Those who score below 50points will be eliminated at this stage from the entire evaluation process and will not be considered further.

(c) Financial Score (Evaluation) – Stage 3

Tenderers shall state their tender bid prices as detailed on a schedule outlined in bid **Price Schedule**. 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 Vendor's Responsiveness stage **(50points and above).**

It is worthy to note that the comparison shall be of the price including all costs as well as duties and taxes payable in the supply and delivery of the tendered items.

Particulars of post – qualification

Multimedia University may inspect the premises and confirm details given in this tender

Award Criteria:

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

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 "goods" means goods 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 Multimedia University of Kenya (MMU) the organization sourcing for the services under this Contract.

e) The "contractor" means the individual or firm supplying the goods 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 goods supplied under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.4 3.4 Patent Right's

The tenderer shall indemnify MMU against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the goods/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 goods 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 goods fail to conform to the Specifications, MMU may reject the services, and the tenderer shall either replace the rejected goods 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 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	The supplier shall submit invoices to the University after goods have been inspected and received as per Section 3.6 The credit period shall be between 30 – 60 days
3.8	Specify price adjustments allowed	**Not allowed** except as provided by Section 139 of the Public Procurement and Asset Disposal Act 2015
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

INTRODUCTION

Multimedia University of Kenya hereinafter abbreviated as 'MMU' is interested in Framework contracts for the timely supply of goods in an effort to improve quality, add life cycle value, reduce cost and improve service to its customers.

MMU desires timely delivery throughout the contract period and by the agreed delivery dates or lead times. This flexibility would allow MMU to reduce inventories and maintain a high level of service to its customers/user departments.

It is MMU's intent to establish a **two (2)** - **year** framework contract with the supplier based on a periodic review of quantity, quality and service.

Prospective Suppliers shall note that MMU expects the following:

1. **Highly competitive pricing-**

   MMU expects that by eliminating the costs associated with frequent tendering, evaluation, elimination of the Supplier's costs associated with both the preparation of annual tenders, review of technical requirements and assurance of business over the two-year period, significant savings can be realized resulting in highly competitive pricing

2. **Ongoing exchange of technical information and continuous improvement-**

   Sharing of technical information, industry developments and continuous improvement will provide the opportunity to look at savings associated with the use of alternative/substitute products, specification revisions and reduction of waste.

3. **Timely Delivery to avoid stock-outs-**

   Agreed delivery schedule and timely exchange of information will allow the Supplier to plan production to meet MMU's requirements in order for MMU to receive the materials just in time, resulting in optimal inventory holding and handling costs thereby enhancing service levels.

4. **Quality products and service-**

   By closely working with the supplier, MMU expects that quality problems would be virtually eliminated.

5. **Partnership-**

   MMU and the supplier partnering to improve the supply process technically and administratively through continuous supplier performance review and evaluation in order to reduce costs and improve efficiencies.

MMU will place Local Purchase Orders for items in the duration of the two-year framework **AS AND WHEN REQUIRED.**

SECTION VI - DESCRIPTION OF GOODS

General

These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. Multimedia University of Kenya reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

The tenderers are requested to present information along with their offers as follows:

i. Shortest possible delivery period of each product.
ii. Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

SPECIFICATIONS FOR FRESH MILK

Fresh Milk (Long Life) 500 ml

Specific Quantities will be ordered as and when needs arise - Bidder to fill Price Schedule

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer - **Mandatory**

2. **Price Schedule Form -** The price schedule form must similarly be completed and submitted with the tender.

3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

4. **Confidential Business Questionnaire Form -** This form must be completed by the tenderer and submitted with the tender documents - **Mandatory**

5. **Tender Securing Declaration Form:** to be completed by the tenderer - **Mandatory**

6. **Letter of Notification of Award** – to by MMU addressed to the successful bidders

7. **FORM RB 1 -** Public Procurement Administrative Review Board

   Request for Review

8. **Self-Declaration Forms**

   a) **SD1 – Non-Debarment Declaration (MANDATORY)**

   b) **SD2 – Non-Engagement in any Corruption or Fraudulent Practice Declaration (MANDATORY)**

7.1 FORM OF TENDER

Date_____

Tender _____

To: Vice Chancellor
Multimedia University of Kenya (MMU)
P. O. Box 15653-00503
NAIROBI

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply and delivery of Fresh Milk (Long Life)** 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 deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.

5. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

6. 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.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____

_____ _____

[Signature] *[In the capacity of]*

Duly authorized to sign Tender for and on behalf of _____

7.2 PRICE SCHEDULE FORM

SUPPLY OF F RESH MILK (LONG LIFE)

S/NO	ITEM	UNIT OF MESAURE	Quantity	UNIT PRICE	Remarks
1	Fresh Milk (Long Life) 500 ml	Pkt	**1**		

Financial evaluation will be based on Unit Prices

Specific Quantities will be ordered AS AND WHEN NEEDS ARISE.

7.3 CONTRACT FORM

THIS AGREEMENT made the _____day of _____20_____between……..…..[**Name of Multimedia University of Kenya**] of ……...[**Country of Procurement entity**](hereinafter called "Multimedia University of Kenya") of the one part and ……[**Name of Tenderer]** of ……[**City and Country of Tenderer**](**hereinafter called "the tenderer"**) of the other part.

WHEREAS Multimedia University of Kenya invited tenders for certain goods and has accepted a tender for the supply of those goods in the sum of……..[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the 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) Multimedia University of Kenya's Notification of award.

3. In consideration of the payments to be made by the Multimedia University of Kenya to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Multimedia University of Kenya to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Multimedia University of Kenya 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 Multimedia University of Kenya)

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

in the presence of_____.

7.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE s.33

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 **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 **Name Nationality Citizenship details Shares** 1. …… 2. …… 3. …… 4. ……
	Date……Signature of Candidate……..

7.5 TENDER SECURING DECLARATION FORM

[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……

To: Vice Chancellor
Multimedia University of Kenya
P.O Box 15653-00503
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*

7.6 LETTER OF NOTIFICATION OF AWARD

Address of Multimedia University of Kenya

_____

_____

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

7.7 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……OF……..….20……..

BETWEEN

……APPLICANT

AND

……RESPONDENT *(Multimedia University of Kenya*)

Request for review of the decision of the…… (*Name of Multimedia University of Kenya)* of…….……dated the……day of…….20…….in the matter of Tender No……of……..20…….

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address…….Fax No……Tel. No……..Email ……., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:-

1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

Etc

SIGNED ……. (Applicant)

Dated on…….day of ……/…….….20…….….

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on …… day of ……...20…..……

SIGNED

Board Secretary

7.8 FORM SD1

(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

7.9 FORM SD2

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