

MULTIMEDIA UNIVERSITY OF KENYA



MMU is ISO 9001:2015 CERTIFIED

TENDER DOCUMENT FOR TWO (2) YEAR FRAMEWORK CONTRACT

TENDER NAME: SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS

TENDER No: MMU/EM/19/2021-2022/2022-2023

CLOSING DATE : THURSDAY 10TH JUNE, 2021 AT 12NOON

NATIONAL OPEN TENDER

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TABLE OF CONTENTS

1.1	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.....	6
2.5	Clarification of Documents.....	7
2.6	Amendment of Documents	7
2.7	Language of Tender	7
2.8	Documents Comprising of Tender	8
2.9	Tender Forms.....	8
2.10	Tender Prices.....	8
2.11	Tender Currencies.....	8
2.12	Tenderers Eligibility and Qualifications	8
2.13	Goods Eligibility and Conformity to Tender Documents	9
2.14	Tender Security	10
2.15	Validity of Tenders.....	10
2.16	Format and Signing of Tender.....	11
2.17	Sealing and Marking of Tenders.....	11
2.18	Deadline for Submission of Tenders.....	11
2.19	Modification and Withdrawal of Tenders.....	11
2.20	Opening of Tenders.....	12
2.21	Clarification of Tenders	12
2.22	Preliminary Examination.....	13

2.23	Conversion to Single Currency	13
2.24	Evaluation and Comparison of Tenders.....	13
2.25	Preference.....	13
2.26	Contacting Multimedia University of Kenya	14
2.27	Award of Contract.....	14
(a)	Post-qualification.....	14
(b)	Award Criteria	14
(c)	Multimedia University of Kenya’s Right to Vary quantities	14
(d)	Multimedia University of Kenya’s Right to Accept or Reject Any or All Tenders	14
2.28	Notification of Award	15
2.29	Signing of Contract	15
2.30	Performance Security	15
2.31	Corrupt or Fraudulent Practices.....	15
APPENDIX TO INSTRUCTIONS TO THE TENDERERS		17
EVALUATION CRITERIA.....		19
STAGE 1: Preliminary Examination of Tender.....		19
Stage II: Detailed Technical Evaluation criteria:		20
Stage III: Financial Evaluation Criteria.....		21
SECTION III GENERAL CONDITIONS OF CONTRACT		22
3.1	Definitions	22
3.2	Application	22
3.3	Standards.....	22
3.4	Patent Right’s	22
3.5	Performance Security	22
3.6	Inspections and Tests	23
3.7	Payment.....	23

3.8	Prices.....	23
3.9	Assignment	23
3.10	Termination for Default	24
3.11	Termination for insolvency.....	24
3.12	Termination for convenience.....	24
3.13	Resolution of disputes.....	24
3.14	Governing Language.....	24
3.15	Force Majeure	25
3.16	Applicable Law.	25
3.17	Notices	25
SECTION IV SPECIAL CONDITIONS OF CONTRACT		26
SECTION VII - STANDARD FORMS.....		- 33 -
7.1	FORM OF TENDER	- 34 -
7.2	PRICE SCHEDULE FORM.....	35
7.3	CONTRACT FORM.....	36
7.4	CONFIDENTIAL BUSINESS QUESTIONNAIRE s.33	37
7.5	TENDER SECURITY FORM	38
7.6	MANUFACTURER'S AUTHORIZATION FORM.....	39
7.7	LETTER OF NOTIFICATION OF AWARD.....	40
7.8	FORM RB 1	41
REQUEST FOR REVIEW		42
7.9	FORM SD1	43
7.10	FORM SD2.....	44

1.1 SECTION I - INVITATION TO TENDER

TENDER NAME: SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS

The Multimedia University of Kenya (MMU) invites sealed tenders from eligible candidates for the **Supply and Delivery of Electrical Materials 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 website www.mmu.ac.ke or PPIP portal 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 will be required to submit a **Tender Security of KES 50,000.00** either from a Bank or Insurance Company approved by PPRA with a validity of **150 days** from the date of tender opening.

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 **Thursday 10th June, 2021 at 12noon.**

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,” **(Thursday 10th June, 2021 at 12noon)**
- 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 **(Thursday 10th June, 2021 at 12noon)**.
- 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 (**Thursday 10th June, 2021 at 12noon**) 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: Suppliers of Electrical Materials registered in Kenya
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 under Evaluation Criteria
2.12	<p>The Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;</p> <ul style="list-style-type: none"> • Registered offices and evidence of business premises. • A valid Tax compliance certificate which will be verified by KRA TCC checker Evidence • That the tenderer has legal capacity to enter into a contract for the procurement • Evidence that the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; • The person is not debarred from participating in procurement proceedings
2.14	<p>Particulars of Tender Security:</p> <p>Tender Security of KES 50,000.00 either from a Bank or Insurance Company approved by PPRA with a validity of 150 days from the date of tender opening.</p>
2.15	Validity of Tenders 120 days after date of Tender Opening.
2.17	Copies of Tender Documents to be Submitted: An original and one (1) copy
2.18	<p>Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at MULTIMEDIA UNIVERSITY OF KENYA</p> <p style="text-align: center;">P.O BOX 15653 - 00503 NAIROBI, KENYA</p>
2.18	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Department

Instructions to tenderers	Particulars of appendix to instructions to tenderers
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

Evaluation on bids will be conducted in three stages

STAGE 1: Preliminary Examination of Tender

S/NO	MANDATORY REQUIREMENTS	Responsive or Not Responsive
MR1	Certificate of Incorporation or Registration	
MR2	Copy of valid KRA Tax Compliance Certificate /exemption certificate	
MR3	Confidential Business Questionnaire - duly filled	
MR4	Copy of valid CR12 showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship or a sworn affidavit of the directors of the company. NB/Sole proprietors should attach a copy of their ID	
MR5	Copy of Valid Single Business Permit	
MR6	Tender Security of KES 50,000.00 either from a Bank or Insurance Company approved by PPRA with a validity of 150 days from the date of tender opening.	
MR7	Declaration that the Bidder shall not engage in any corrupt or fraudulent practice. The form must be duly signed by a person lawfully authorized (senior management) - Form SD2 (attached)	
MR8	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	
MR9	Duly signed Form of Tender	

Documentary evidence in form of copies must be provided for the requirements stated above. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to disqualification.

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

Stage II: Detailed Technical Evaluation criteria:

	Requirement /item Description		Marks
1	Proof of Experience in Supply and Delivery Electrical Materials - copies of LPOs, award letters, contracts or Recommendation letters from your current or previous major reputable clients/firms with work of equivalent nature and volume for in the last 5 years. <ul style="list-style-type: none"> a) 1 client - 5 marks b) 2 clients - 10 marks c) 3 clients - 15 Marks d) 4 clients - 20 marks e) 5 clients - 25marks 	Recommendation Letters should have the following details:- <ul style="list-style-type: none"> • Signed, • Stamped, • physical location, • Postal address, • phone numbers, • Clients contacts name, • Duration of contract 	25 marks
2	Audited accounts (duly signed & stamped) for the Financial year, 2020, 2019 & 2018 with proof of profitability	(Each Year 5marks)	15 marks
3	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) - 10 Mks iii. Not Indicated - 0	15 marks
4	Catalogues of items quoted for (as applicable)		15marks
5	Company profile and location <ul style="list-style-type: none"> 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 (5 Mks) ii. Qualification of key personnel. Attach CVs of at least five (5) key personnel to be involved in the assignment (5 Mks) 	i. Company profile ii. Relevant certificates, testimonials and CVs MUST be attached.	10marks
TOTAL POINTS			80marks
PASS MARKS		70%	56marks

Only bidders who score 56marks (70%) and above will be subjected to financial evaluation. Those who score below 70marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

Stage III: Financial Evaluation Criteria

Tenderers shall state their tender bid as detailed on price schedule / schedule of requirements. Tenders will be evaluated on the basis of this base price.

Evaluation will involve the following

a) Determination of evaluated price for each bid using the Following:

- i. Check for any arithmetic errors in the Tender
- ii. Conversion of all tender to same currency using a uniform exchange rate prevailing at the closing date of the Tender
- iii. Application of any discount offered on the tender
- iv. Comparison of prevailing actual market prices
- v. Establish if items quoted for are within prevailing market rates from the known retail outlets & Public Procurement Regulatory Authority price index.

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 (70% points and above)

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

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 and SCC

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 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
3.3	Standards	<p>1. The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials or workmanship (except when the design and/or material is required by the University's specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in the University .</p> <p>2. If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. the supplier shall either:</p> <p>a) make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the University , or</p> <p>b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs</p>
3.6	Specify performance security if applicable	Not Applicable
3.7	Payment	<p>The supplier shall submit invoices to the University after goods have been inspected and received as per Section 3.6</p> <p>The credit period shall be between 30 - 60 days</p>

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 199 <u>5</u> .
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 - TECHNICAL SPECIFICATIONS

5.1 Bidders are expected to provide catalogues for items quoted for as applicable

SECTION VI

PRICE /REQUIREMENTS SCHEDULE

The contract for supply and delivery of **Electrical Materials** will be for a period of two years. Orders will be placed as and when required during the contract period.

*Items on this tender will be on AS **WHEN REQUIRED** basis once contract is awarded. Local Purchase Orders will be processes for the requirements periodically.*

PLEASE QUOTE FOR THE FOLLOWING ELECTRICAL MATERIALS

NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE IN KSHS(VAT INCL)	BRAND NAME	COUNTRY OF ORIGIN	REMARKS
1.	2FT FLORESCENT TUBES (PREFERABLY PHILLIPS OR OSRAM)	PCS	1				
2.	SINGLE 13AMP SOCKET- OUTLETS: MEM/VOLEX	PCS	1				
3.	CABLES: 1.5MM :RED	ROLL	1				
4.	CABLES: 1.5MM - BLACK	ROLL	1				
5.	CABLES: 1.5MM - YELLOW	ROLL	1				
6.	EXTENSION CABLES WITH SURGE - 4 WAYS	PCS	1				
7.	PHOTO-CELL	PCS	1				
8.	DOUBLE POLE SWITCHES (TYPE: SWE)	PCS	1				
9.	4FT FLORESCENT TUBES (PHILLIPS OR OSRAM)	PCS	1				
10.	TWIN 13AMP SOCKET- OUTLETS MEM/VOLEX	PCS	1				
11.	SWITCH: : B.G(3 GANG)SWITCH)	PCS	1				
12.	SWITCH: : B.G(2 GANG)	PCS	1				
13.	INTERNAL SWITCH 100AMPS TRIPLE(TYPE: MEM)	PCS	1				
14.	EXTENSION CABLES WITH SURGE - 4 WAYS	PCS	1				
15.	FITTING AND LAMPS (HALOGEN/ METAL HALIDE 300-500WATTS)	PCS	1				
16.	TOWER CLIPS 1.5MM ² ×2.5MM ²	PKT	1				
17.	FLEX CABLE 3 CORE 4MM	ROLL	1				
18.	CIRCUIT BREAKER: CRAB TREE- 10AMPS	PCS	1				
19.	CIRCUIT BREAKER: CRAB TREE- 30AMPS	PCS	1				
20.	CIRCUIT BREAKER: CRAB TREE- 40AMPS	PCS	1				
21.	LINER CONNECTORS: 32MM	PCS	1				
22.	IMMERSION HEATERS 3KW BECKER	PCS	1				
23.	COPPER LINER CONNECTOR SIZE	PCS	1				

	35MM						
24.	415V CONTACTOR: TELMANIC-32 AMPS)	PCS	1				
25.	250V CONTACTOR: TELMANIC-32 AMPS)	PCS	1				
26.	500WATTS HALOGEN LAMPS: PHILLIPS OR OSRAM	PCS	1				
27.	CABLES: A) 2.5MM SINGLE - BLACK	ROLL	1				
28.	CABLES: A) 2.5MM SINGLE - YELLOW	ROLL	1				
29.	SWITCH -1 GANG	PCS	1				
30.	MERCURY LAMPS 3 PIN-125 WATTS	PCS	1				
31.	BULB HOLDERS ANGEL PATTERN (POWER MAX)	PCS	1				
32.	EXTENSION CABLE WITH SURGE - 4 WAYS	PCS	1				
33.	BLANKING PLATE (TWIN)	PCS	1				
34.	CONSUMER UNIT 8 WAY CRAB TREE	PCS	1				
35.	9 WAYS CONSUMER UNITS CRAB TREE	PCS	1				
36.	HS DRILL BIT ½ "	PCS	1				
37.	OVERLOAD RELAY 13 AMPS	PCS	1				
38.	OVERLOAD RELAY 8 AMPS	PCS	1				
39.	OVERLOAD RELAY 4 AMPS	PCS	1				
40.	OVERLOAD RELAY TELE. 18 AMPS	PCS	1				
41.	CHOKE BALLAST 60 WATTS -UK	PCS	1				
42.	4MM ² FLEX CABLES SINGLES OF 90M LONG	ROLL	1				
43.	BLANKING PLATE (TWIN)	PCS	1				
44.	SCORCH TAPE 3MM	PCS	1				
45.	250V CONTACTOR: TELMANIC 52 AMPS	PCS	1				
46.	CABLES: A) 2.5MM SINGLE-RED	ROLL	1				
47.	2.5MM FLEX CABLE: TWIN WITH EARTH OF 200MM LONG	ROLL	1				
48.	3 PHASE DIGITAL METER (FOR BILLING)	PCS	1				
49.	200W LED FLOOD LIGHTS	PCS	1				
50.	METAL CLAD SWITCH ONE GANG TWO WAY	PCS	1				
51.	METAL CLAD SWITCH TWO GANG TWO WAY	PCS	1				
52.	BULK HEAD FITTING	PCS	1				
53.	2.5MM ² ARMoured CABLE	ROLL	1				
54.	ELECTRICAL FAULTY UNDERGROUND TRANSMISSION DETECTOR	PCS	1				
55.	PNA SCREWS SIZE 4	PKT	1				
56.	PNA SCREWS SIZE 3	PKT	1				
57.	METAL CLAD DOUBLE SOCKET	PCS	1				

	OUTLET						
58	2.5MM ² HEAT RESISTANT CABLE		1				
59	CABLE JOINING KIT a) 16MM ² 4 CORE CABLE b) 25MM ² 4 CORE CABLE c) 35MM ² 4 CORE CABLE	ROLL	1				
60	CABLE RINGS SIZES a) 10MM ² CABLE b) 16MM ² CABLE c) 25MM ² CABLE d) 35MM ² CABLE	ROLL	1				
61	LINE CONNECTOR METAL WITH BOLT a) 10MM ² 4 CORE CABLE b) 16MM ² 4 CORE CABLE c) 25MM ² 4 CORE CABLE d) 35/32MM ² 4 CORE CABLE	ROLL	1				
62	HAND CLIMPRING TOOL KIT FOR SIZES 100MM ² TO 500MM ² CABLE	ROLL	1				
63	ARMOURED 4 CORE CABLE 16MM ²	ROLL	1				
64	ARMOURED 4 CORE CABLE 25MM ²	ROLL	1				
65	TWIN METALLIC SOCKETS	PCS	1				
66	TWIN METALLIC BOXES	PCS	1				
67	4 WAY CONSUMER UNITS HARXEL	PCS	1				
68	30 AMP C.B	PCS	1				
69	10 AMP C.B	PCS	1				
70	1.5MM ² TWIN CORE FLAT WITH EARTH	ROLL	1				
71	1.5MM ² RED CABLE	ROLL	1				
72	1.5MM ² BLACK CABLE	ROLL	1				
73	1.5MM ² GREEN CABLE	ROLL	1				
74	OSCILLOSCOPE PROBES	PCS	1				
75	PVC CONDUIT 20MM	PCS	1				
76	2.5MM ² BLACK CABLE	ROLL	1				
77	2.5MM ² GREEN CABLE	ROLL	1				
78	LAMP HOLDERS (PIN TYPE)	PCS	1				
79	2.5MM ² RED CABLE	ROLL	1				
80	VGA CABLES	PCS	1				
81	JUNCTION BOXES	PCS	1				
82	SWITCH BOXES (SINGLE)	PCS	1				
83	SOLDER WIRE 40/60	PCS	1				
84	PVC CONDUIT CLIPS (20MM)	PCS	1				
85	5FT FLOURESCENT TUBES	PCS	1				
86	ENERGY SAVING 70W LED	PCS	1				

	FLOODLIGHT CLEAR GLASS DIFFUSER & WEATHER RESISTANT						
87	1.5MM ² TWIN EARTH	ROLL	1				
88	STEAM BATH IMMERSION HEATERS	PCS	1				
89	ELECTRICAL PHASE TESTER	PCS	1				
90	PATRICE (WOODEN)	PCS	1				
91	400 WATTS BALLAST (CHOKE)	PCS	1				
92	MEGGER METER (ELECTRICAL)	PCS	1				
93	36/40 WATTS BALLAST (CHOKE)	PCS	1				
94	1 GANG TO WAY SWITCH (POWER MAX)	PCS	1				
95	3 GANG TWO WAY SWITCH (POWER MAX)	PCS	1				
96	2 GANG TWO WAY SWITCH (POWER MAX)	PCS	1				
97	DP SWITCHES 100AMP TYPE POWER MAX	PCS	1				
98	ELECTRICAL PHASE TESTER RANGE UP 1000V TYPE STANLEY	PCS	1				
99	DP SWITCH 80A	PCS	1				
100	ELECTRICAL DIGITAL METER 240V	PCS	1				
101	18/20 WATTS CHALK BALLAST	PCS	1				
102	SINGLE SOCKETS	PCS	1				
103	STRAIGHT PATTERN BULB HOLDERS	PCS	1				
104	CLAMP METER	PCS	1				
105	STARTER BULBS S2/S10	PCS	1				
106	3KW IMMERSION HEATERS (BECKER)	PCS	1				
107	TWIN SOCKETS (POWER MAX)	PCS	1				
108	2 FEET FLUORESCENT FITTINGS OSRAM /PHILLIPS	PCS	1				
109	14 WATTS ENERGY SAVER BULB PIN TYPE OSRAM	PCS	1				
110	13 AMP METALLIC TWIN SOCKET	PCS	1				
111	13 AMP METALLIC SINGLE SOCKET	PCS	1				

Tenders should attach catalogues for items quoted for as applicable

Financial Evaluation will be based on the Unit price

Items on this tender will be on AS WHEN REQUIRED basis once contract is awarded. Local Purchase Orders will be processes for the requirements periodically.

Authorized signatory:.....Date.....

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 Security Form:** to be completed by the tenderer - **Mandatory**
6. **Letter of Notification of Award** - to be 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 Electrical Materials** 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

S/NO	ITEM	BRAND NAME	UNIT OF MESAURE	UNIT PRICE	REMARKS
1					
2					
3					

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 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 <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																		
1.																					
2.																					
3.																					
4.																					
	Part 2 (c) – Registered Company 1) Private or Public 2) State the nominal and issued capital of company 3) Nominal Kshs. 4) Issued Kshs. 5) Given details of all directors as follows <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																		
1.																					
2.																					
3.																					
4.																					
	Date.....Signature of Candidate.....																				

7.5 TENDER SECURITY FORM

Whereas [name of the tenderer]
 (hereinafter called "the tenderer") has submitted its tender dated
 [date of submission of tender] for the supply, installation and commissioning of
[name and/or description of the equipment]
 (hereinafter called "the Tender")
 KNOW ALL PEOPLE by these presents that WE
 of having our
 registered office at (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 thisday 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 tender 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)

7.6 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS[name
of the manufacturer] who are established and reputable manufacturers of
..... [name and/or description of the goods] having factories
at [address of factory] do hereby authorize
..... [name and address of Agent] to submit a tender,
and subsequently negotiate and sign the Contract with you against tender No.
..... [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

7.7 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

7.8

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 of20.....

SIGNED

Board Secretary

7.9 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

7.10 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