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TENDER DOCUMENT

FOR

ANNUAL TENDERS FOR PROVISION OF SECURITY GUARDING SERVICES

TUK/09/2022/2023

ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID

Information contained in this document is provided strictly to assist prospective bidders in their bid preparation. Any other use or disclosure to a third party is restricted and requires prior permission from The Technical University of Kenya

The Technical University of Kenya

P.O.BOX 502428-00200,

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JUNE, 2022

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SECTION I - INVITATION TO TENDER

The Technical University of Kenya now invites bids from eligible tenderers for Supply and Delivery of goods and services.

Interested eligible tenderers may obtain further information and tender documents from the Procurement Office, The Technical University of Kenya, P.O Box 52428 – 00200, Nairobi Kenya on normal working days from Monday to Friday (excluding any public or gazetted holiday) beginning on **FRIDAY 17TH JUNE 2022** between **9.00 a.m. & 12:30 p.m.** and **2:00 p.m. & 4:30 p.m.** upon payment of Kenya shillings one thousand only or download the tender document from our website www.tukenya.ac.ke for free.

The Original and Copy of the tender document duly completed in plain sealed envelopes, clearly marked with **Category of Goods and Services, Reference Number** that is **Provision of ……..TUK/……Bearing the words "DO NOT OPEN BEFORE THURSDAY 30th JUNE, 2022 AT 10:00A.M''** and accompanied by a bid security of 1% in the form of a bank guarantee from a reputable bank or an insurance firm approved by PPRA and must be valid for 90 daysafter the opening of the tender should be addressed and sent to:-

The Vice Chancellor,
The Technical University of Kenya,
P. O Box 52428 – 00200,
NAIROBI

Or may be deposited in the Tender Box situated on first floor, Administration Block, next to the Conference Room of The Technical University of Kenya, so as to be received on or before Thursday 30th June, 2022 at 10:00a.m. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings.

The tenders will be opened immediately after closing date and time at the Technical University of Kenya conference room in the presence of the bidders or their representatives who may wish to attend. Late bids will be returned unopened.

The University reserves the right to accept or reject any tender in part or in whole, and annul the tendering process at any time prior to contract award without thereby incurring any liability and is not bound to give reasons for its decisions.

THE VICE CHANCELLOR

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SECTION II - TENDER SUBMISSION CHECKLIST

A. Tender Submission Format - Non-Financial Proposal

This order and arrangement shall be considered as the Tender Submission Format, Non-Financial. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1	Tender Security – Bank Guarantee or Letters of Credit (All from acceptable and approved locally based Kenyan institutions)	
2	Declaration Form	
3	Duly completed Tender Form	
4	Copy of Company or Firm's Registration Certificate	
5*	Copy of PIN Certificate	
6	Certificate from a security service provision body i.e. KISIA	
7	Copy of Valid Tax Compliance Certificate	
8	Company/Firm Single business permit	
9	Confidential Business Questionnaire (CBQ)	
10	Type Test Certificates and their Reports and or Test Certificates and their Reports, where applicable	
11	Duly completed Schedule of Guaranteed service l Particulars (where required) and Statement of Compliance to Details of Service	
12	Names and Reference letters with full contact as well as physical addresses of three previous institutions where you have undertaken similar assignment.	
13	Statement on Deviations	
14	Any other document or item required by the Tender Document that is non-financial. (The Tenderer shall specify such other documents or items it has submitted)	

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B. Tender Submission Format – Financial Proposal

This order and arrangement shall be considered as the Tender Submission Format, Financial. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
16	Price Schedule(s)	
17	Audited Financial Statements. The audited financial statements required must be those that are reported within fifteen (15) calendar months of the date of the tender document. *(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).*	
18	Any other document or item required by the Tender Document that is financial. (The Tenderer shall specify such other documents or items it has submitted)	

***NOTES TO TENDERERS**

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
2. All Kenyan registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).
3. Foreign Tenderers must provide equivalent documents from their country of origin as regards Tax Compliance and PIN certificates OR statements certifying that the equivalent documentation is not issued in the Tenderer's country of origin. The Statement(s) that equivalent documentation is not issued by the Tenderer's country should be original and issued by the Tax authorities in the Tenderer's country of origin.
4. A non-financial document or item includes one that does not contain or reveal the tender price(s) of the services and the required audited financial statements. **A Tenderer shall not insert financial documents or items in the Non-financial tender submission envelopes or packages.**
5. A financial document or item includes one that contains all information on the tender price(s) of the services and the required audited financial statements. **A Tenderer shall not insert Non-financial documents or items in the financial tender submission envelopes or packages.**

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SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this tender, unless the context or express provision otherwise requires: -

a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*

b) *"Date of Tender Document" shall begin with the first day and end on the last day of the month appearing on the cover page of the Tender Document.*

c) *"Day" means calendar day and "month" means calendar month.*

d) *"KEBS" wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*

e) *"PPRA" wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*

f) *Reference to "the tender" or the "Tender Document" includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*

g) *"The Procuring Entity" means The Technical University of Kenya and assign(s) where the context so admits (hereinafter abbreviated as TUK).*

h) *"The Tenderer" means the person(s) submitting its Tender for the provision of services in response to the Invitation to Tender.*

i) *Where there are two or more persons included in the expression the "Tenderer", any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*

j) *words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*

k) *words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "Tenderer" the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

3.2 Eligible Tenderers

3.2.1 This Invitation to Tender is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful Tenderers shall provide the services in accordance with this tender and the ensuing contract.

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3.2.2 Notwithstanding any other provisions of this tender, the following are not eligible to participate in the tender:-

a) TUK's employees, its Board or any of its committee members.

b) Any Minister or Assistant Minister of the Government of the Republic of Kenya (GoK)

c) Any public servant of GoK.

d) Any member of a Board or Committee or any department of GoK.

e) Any person appointed to any position by the President of Kenya.

f) Any person appointed to any position by any Minister of GoK.

3.2.3 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.2 is also ineligible to participate in the tender. In addition, a Minister shall include the President, Vice-President or the Attorney General of GoK.

3.2.4 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 TUK to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation to Tender.

3.2.5 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in sub-paragraphs 3.2.2 and 3.2.3 above.

3.2.6 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.

3.2.7 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.3 Joint Venture

3.3.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -

a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.

b) One of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.

c) The Power of Attorney which shall accompany the tender shall be granted by the authorized signatories of all the partners as follows:-

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(i.) for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.

(ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactoryproof of such equivalence.

d) the lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.

3.3.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).

3.3.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.4 Cost of Tendering

3.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. TUK will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

3.4.2 The price to be charged for the Tender Document shall be as indicated in the Invitation to Tender but in any case not exceeding KSh.5,000/=.

3.5 Contents of the Tender Document

3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -

a) Invitation to Tender
b) Tender Submission Checklist
c) Instructions to Tenderers
d) Appendix to Instructions to Tenderers
e) Schedule of Requirements
f) Price Schedule for Services
g) Evaluation Criteria
h) General Conditions of Contract
i) Special Conditions of Contract

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j) Tender Form
k) Confidential Business Questionnaire Form
l) Tender Security Forms
m) Principal or Manufacturer's Authorization Form
n) Declaration Form
o) Contract Form
p) Performance Security Forms
q) Details of Service
(i.) General Requirements
(ii.) Specific Details of Services

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

3.5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

3.6 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the Procurement Manager in writing or by post at TUK's address indicated in the Invitation to Tender. TUK 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 TUK. Written copies of TUK's response *(including an explanation of the query but without identifying the source of inquiry)* will be sent to all prospective Tenderers that have duly received the Tender Document.

3.7 Amendment of Documents

3.7.1 At any time prior to the deadline for submission of Tenders, TUK, 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.

3.7.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) *(hereinafter referred to or otherwise known as addendum)* in writing and will be binding on them.

3.7.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, TUK, at its discretion, may extend the deadline for the submission of Tenders.

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3.8 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and TUK, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provided that 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. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.9 Documents Comprising the Tender

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.2, 3.10, 3.11 and 3.12.*

b) *Documentary evidence established in accordance with paragraph 3.13 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 3.14 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*

d) *Tender Security furnished in accordance with paragraph 3.17*

e) *A detailed list of previous customers as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*

3.10 Tender Form

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, a brief description of the services, quantity (where applicable), and prices amongst other information required.

3.11 Tender Prices

3.11.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total tender price of the services it proposes to provide under the contract.

3.11.2 Prices indicated on the Price Schedule shall be of all costs for the services including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.

3.11.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.

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3.11.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

3.12 Tender Currencies

3.12.1 For services that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule of Services.

3.12.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate ruling on the Tender closing date. *(Please visit the Central Bank of Kenya website).*

3.13 Tenderer's Eligibility and Qualifications

3.13.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.

3.13.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to TUK's satisfaction –

a) *that, in the case of a Tenderer offering to perform the services under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Manufacturer, Principal or Producer to provide the services. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's or Principal's Authorization Form in the Tender Document*

b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.*

c) *that the Tenderer has the technical and production capability necessary to perform the contract.*

d) *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, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service.*

e) *That the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*

3.13.3 The Tenderer will furnish TUK with a copy of the accreditation or recognition certificate as applicable. TUK reserves the right to subject the certificate to authentication.

3.13.4 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

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3.14 Conformity of Services to Tender Documents

3.14.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the Tenderer proposes to perform under the contract.

3.14.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of:

-

a) *a detailed description of the essential technical and performance characteristics of the services whether in brochures, catalogues, drawings or otherwise,*

b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services for a minimum period of two (2) years following commencement of the provision of the services to TUK, and,*

c) *duly completed Statement of Compliance to TUK's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.*

3.14.3 For purposes of the documentary and other evidence to be furnished pursuant to sub-paragraphs 3.14.1, 3.14.2 and paragraph 3.15, the Tenderer shall note that standards for workmanship, material, and equipment, designated by TUK in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to TUK's satisfaction that the substitutions ensure substantial equivalence to those designated in the Details of Service.

3.15 Demonstration(s), Inspection(s) and Test(s)

3.15.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the Details of Services.

3.15.2 TUK or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. TUK's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.

3.15.3 TUK shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to TUK.

3.15.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

3.16 Warranty

3.16.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that the services to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender. The Warranty shall also warrant that the services in the Tenderer's bid have no defect arising from manufacture, materials

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or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services under the conditions obtaining in Kenya.

3.16.2 The Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been used or provided or performed as indicated in the contract.

3.17 Tender Security

3.17.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.

3.17.2 The tender security shall be either one or a combination of the following:-

a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.

b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to TUK as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to TUK as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

3.17.3 The tender security is required to protect TUK against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.17.10.

3.17.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by either a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.

3.17.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.

3.17.6 TUK shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from TUK. The period for response shall not exceed five (5) days from the date of TUK's query. Should there be no conclusive response by the bank or insurance company within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.

3.17.7 Any Tender not secured in accordance with this paragraph will be rejected by TUK as non-responsive, pursuant to paragraph 3.28.

3.17.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -

a) *The procurement proceedings are terminated*

b) *TUK determines that none of the submitted Tenders is responsive*

c) *A contract for the procurement is entered into*

d) *The Tenderer does not qualify for Financial Evaluation in accordance with paragraph 3.31.*

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3.17.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.

3.17.10 The Tender Security shall be forfeited –

a) if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid

b) if the Tenderer rejects a correction of an arithmetic error

c) if the Tenderer fails to enter into a written contract in accordance with paragraph 3.39

d) if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.40

e) if the Tenderer fails to extend the validity of the tender security where TUK has extended the tender validity period in accordance with paragraph 3.18.

3.18 Validity of Tenders

3.18.1 Tenders shall remain valid for ninety (90) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by TUK, pursuant to paragraph 3.23. A Tender that is valid for a shorter period shall be rejected by TUK as non-responsive.

3.18.2 In exceptional circumstances, TUK may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.17 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.19 Alternative Offers

Only main offers shall be considered, as alternative offers are not acceptable.

3.20 Number of Sets of and Tender Format

3.20.1 The Tenderer shall prepare two complete sets of its Tender, identifying and clearly marking the "ORIGINAL TENDER", "COPY OF TENDER", as appropriate. Each set shall be properly bound. The copies shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original.

3.20.2 The Tenderer shall divide and mark the sets as follows:-

3.20.2.1 NON-FINANCIAL – Two (2) sets i.e. Original and Copy.

3.20.2.2 FINANCIAL – Two (2) sets i.e. Original and Copy.

3.20.3 The Tenderer shall ensure that -

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a) *the Non-Financial sets, envelopes or packages do not contain any or all the information that reveals the tender price(s) of the goods and the required audited financial statements.*

b) *non financial documents or items are included or inserted in the Non-Financial sets, envelopes or packages.*

c) *A Financial set, document or item includes one that contains any or all information on the tender price(s) of the goods and the required audited financial statements.*

3.20.4 The Tender shall be bound and divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.

3.20.5 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Formats.

3.20.6 Any Tender not prepared and signed in accordance with this paragraph, and in particular sub-paragraphs 3.20.1, 3.20.2 and 3.20.3 may be rejected by TUK as non-responsive, pursuant to paragraph 3.28.

3.21 Preparation and Signing of the Tender

3.21.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

3.21.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-

a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*

b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*

In either case above, the Power of Attorney shall accompany the Tender.

3.21.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.

3.21.4 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.

3.21.5 TUK will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph.

3.21.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by TUK as non-responsive, pursuant to paragraph 3.28.

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3.22 Sealing and Outer Marking of Tenders

3.22.1 The Tenderer shall seal the Original and each Copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as "ORIGINAL" and "COPY OF TENDER". The envelopes or packages shall then be sealed in outer envelopes or packages.

3.22.2 The Tenderer shall also ensure that the inner envelopes or packages are also marked NON-FINANCIAL and FINANCIAL, respectively.

3.22.3 The inner and outer envelopes or packages shall -

a) *Be addressed to TUK at the address given in the Invitation to Tender,*

b) *Bear the tender number and name as per the Invitation to Tender and the words,* ***"DO NOT OPEN BEFORE*** *..... as specified in the Invitation to Tender.*

3.22.4 All inner envelopes or packages shall also indicate the name and full physical, telephone, e-mail, facsimile and postal contacts of the Tenderer to enable the Tender to be returned unopened in circumstances necessitating such return including where Tenders are received late, procurement proceedings are terminated before tenders are opened or the Tender does not qualify for further financial evaluation in accordance with the Summary of Evaluation Process set out in the Tender Document.

3.22.5 If the envelopes or packages are not sealed and marked as required by this paragraph, TUK will assume no responsibility whatsoever for the Tender's misplacement or premature opening. A tender opened prematurely for this cause will be rejected by TUK and promptly returned to the Tenderer.

3.23 Deadline for Submission of Tenders

3.23.1 Tenders must be received by TUK by the time and at the place specified in the Invitation to Tender.

3.23.2 TUK may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of TUK and the Tenderer's previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.24 Modification and Withdrawal of Tenders

3.24.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by TUK prior to the deadline prescribed for submission of tenders.

3.24.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.20, 3.21 and 3.22. A

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withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

3.24.3 No Tender may be modified after the deadline for submission of Tenders.

3.24.4 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid. Withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security.

3.25 Opening of Tenders

3.25.1 TUK shall, in accordance with the sub-paragraphs below, adopt a two tender opening system for this Tender.

3.25.2 At the first opening, TUK shall open all Tenders promptly after the tender closing date and time, at the location specified in the Invitation to Tender or as may otherwise be indicated. For purposes of clarity, this opening shall include the outer Financial Proposals' envelopes or packages of the duly submitted tenders.

3.25.3 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security, the number of sets of both Non-Financial as well as Financial Proposals tender documents duly received and such other details as TUK, at its discretion, may consider appropriate, will be announced at the first opening.

3.25.4 Tenderers whose tenders qualify after preliminary and technical evaluation will be promptly invited for the second opening i.e. of their detailed Financial sets, and in any event not more than five (5) days after completion of the process regarding the earlier evaluation(s).

3.25.5 At the opening of the detailed Financial sets, tender prices, discounts, and such other details as TUK, at its discretion, may consider appropriate, will be announced at this opening.

3.25.6 The Tenderers or their representatives may attend the openings and those present shall sign a register evidencing their attendance.

3.25.7 Tenders not opened and read out at the first tender opening shall not be considered further for evaluation, award or otherwise irrespective of the circumstances.

3.26 Process to be Confidential

3.26.1 After the First opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.

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3.26.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time TUK announces to qualified bidder(s) the date and time for the second opening of the tenders i.e. of the detailed Financial sets. In any event, official disclosure by TUK of any information upon conclusion of that process shall only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.

3.26.3 After the second opening of tenders, information relating to the further examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until the award of Contract is announced.

3.26.4 Any effort by a Tenderer to influence TUK or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's tender.

3.27 Clarification of Tenders and Contacting TUK

3.27.1 To assist in the examination, evaluation and comparison of Tenders TUK 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.

3.27.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach TUK within five (5) days from the date of TUK's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.

3.27.3 Save as is provided in this paragraph and paragraph 3.26 above, no Tenderer shall contact TUK on any matter related to its Tender, from the time of the tender openings to the time the contract is awarded.

3.27.4 Any effort by a Tenderer to influence TUK in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

3.28 Preliminary Evaluation and Responsiveness

3.28.1 Prior to the detailed Technical and Financial evaluation, TUK will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. TUK's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

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3.28.2 TUK will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.

3.28.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by TUK and cannot subsequently be made responsive by the Tenderer by correction of any non–conformity.

3.29 Minor Deviations, Errors or Oversights

3.29.1 TUK may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.

3.29.2 Such minor deviation -

3.29.2.1 shall be quantified to the extent possible,

3.29.2.2 shall be taken into account in the evaluation process, and,

3.29.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by TUK.

3.29.3 TUK may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.30 Technical Evaluation and Comparison of Tenders

3.30.1 TUK will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services set out in the Tender Document and as per the prescribed Evaluation Criteria.

3.30.2 The Operational Plan is a critical aspect of the Tender. TUK requires that the Services shall be performed at the time specified in the Schedule of Requirements. TUK's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than TUK's required delivery time will be treated as non-responsive and rejected.

3.30.3 For Tenders that do not qualify past the technical evaluation stage, the Financial sets, will be promptly returned unopened to the Tenderers together with the release and discharge of their Tender Securities. In any event such return, release and discharge will be commenced not later than five (5) days after the completion of the process regarding the Technical evaluation stage.

3.31 Financial Evaluation

3.31.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall be

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a) Of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the Services.

b) Deviations in Payment Schedule from that specified in the Special Conditions of Contract

3.31.2 Where other currencies are used, TUK will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

3.31.3 Arithmetical errors will be rectified on the following basis - if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

3.31.4 The Tenderer will be notified of the correction of the arithmetical error(s). If the Tenderer does not accept the correction of the error(s), its Tender will be rejected, and its Tender Security forfeited.

3.32 Preferences

Where applicable, in the evaluation of tenders, exclusive preference shall be given to citizens of Kenya where -

a) the funding is one hundred percent (100%) from the Government of Kenya or a Kenyan body, and,

b) the amount of the tender is below -

(i.) KSh. 50 Million in respect of services.

(ii.) KSh. 200 Million in respect of works.

3.33 Tender Evaluation Period

The tender evaluation committee shall evaluate the tender within thirty (30) days of the validity period from the date of the first opening of the Tender.

3.34 Debarment of a Tenderer

A Tenderer who gives false information in the Tender 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.

3.35 Confirmation of Qualification for Award

3.35.1 TUK may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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3.35.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.13 as well as confirmation of such other information as TUK deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.

3.35.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event TUK will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

3.36 Award of Contract

3.36.1 TUK will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.

3.36.2 Award will be done as indicated in the Appendix to Instructions to Tenderers.

3.37 Termination of Procurement Proceedings

3.37.1 TUK may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

3.37.2 TUK shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.38 Notification of Award

3.38.1 Prior to the expiration of the period of tender validity, TUK shall notify the successful Tenderer in writing that its Tender has been accepted.

3.38.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.

3.38.3 Simultaneously, and without prejudice to the contents of paragraph 3.27, on issuance of Notification of Award to the successful Tenderer, TUK shall notify each unsuccessful Tenderer.

3.38.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank discharged of all its obligations by TUK prior to the expiry of its stated validity period.

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3.39 Signing of Contract

3.39.1 At the same time as TUK notifies the successful Tenderer that its Tender has been accepted, TUK will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.

3.39.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to TUK within that period of fourteen (14) days.

3.39.3 TUK shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award and not later than thirty (30) days after expiry of tender validity. Further, TUK shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.40.

3.39.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event TUK shall notify the next lowest evaluated Tenderer that its Tender has been accepted.

3.39.5 Paragraph 3.38 together with the provisions of this paragraph 3.39 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.39.4.

3.40 Performance Security

3.40.1 Within twenty one (21) days of the date of notification of award from TUK, the successful Tenderer shall furnish TUK with a Performance Security which shall be either one or a combination of the following:

a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.

b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to TUK as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

3.40.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.

3.40.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.

3.40.4 TUK shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from TUK. The period for response shall

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not exceed five (5) days from the date of TUK's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.

3.40.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event TUK may notify the next lowest evaluated Tenderer that its Tender has been accepted.

3.40.6 Paragraph 3.38, 3.39 together with the provisions of this paragraph 3.40 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.39.4.

3.41 Corrupt or Fraudulent Practices

3.41.1 TUK 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: -

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

b) *"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of TUK, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive TUK of the benefits of free and open competition.*

3.41.2 TUK 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.

3.41.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

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APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	**3.2.1 Eligible Tenderers**	*All Local Registered Security Guarding Firms*
2.	**3.9 (e) Documents Comprising the Tender – List of Previous Customers**	*The Tenderer shall submit at least four (4) names with full contact as well as physical addresses of previous customers of similar services and letters from the previous customers confirming completion of the contracts on schedule.*
3.	**3.13.2 (a) Manufacturer's / Principal's Authorization**	*This is not applicable in this tender.*
4.	**3.13.2 (b) Documentary evidence of financial capability**	*The LAST TWO YEARS audited financial statements*
5.	**3.13.2 (c) Documents of evidence of eligibility**	*All the documents as requested in section VI part 6.1.*
6.	**3.13.2 (e) Tenderer's membership of a recognized or accredited institution.**	*Bidders shall provide certificates to verify membership of PSRA and either PSIA or KSIA or ACISMP or any other professionalbody/organization whether local or International.*
7.	**3.14.2 (a) Catalogues, Brochures, Manufacturer's/ Principal's Drawings**	*These are not required in this tender.*
8.	**3.16.2 Period of Warranty**	*Not applicable in this the tender.*
9.	**3.17.1 Tender Security**	*Bidders are required to submit 1% OF THE BID PRICE as Tender Security and in the format attached, from either a bank or Insurance company.*
10.	**3.36.2 Mode of Award of Contract**	*Tender will be on Multiple Awards to bidders who meet the award criteria outlined on section VI.*

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SECTION IV – SCHEDULE OF REQUIREMNTS

The TUK requires Security Guarding Services for its duty stations and locations.

The Contract entails provision of the following:

- Security Guards on a monthly basis
- Provision of relevant security equipment.

S/NO	SERVICE DESCRIPTION	UNIT of measure	QTY	SERVICE Period
1.	Security Guards on amonthly basis	NO.	60	One Year
2.	OPERATIONAL TOOLS -Two pair of shirts and trousers -Lanyard -Whistle -Military boots(black) -Reflectors with word security -Rain coat -Pr24/button -Safe belt -Sweater. **EQUIPMENTS** -Search mirror -Torches -OB. (Occurrence books) -Patrol cars -Canines presence and their files -Alarm response team and vehicles -Communication machines i.e Radiocalls, walkie talkie			

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SECTION V – PRICE SCHEDULE OF REQUIREMNTS

The TUK requires Security Guarding Services for its duty stations and locations.The

Contract entails provision of the following:

- Security Guards on a monthly basis
- Provision of relevant security equipment.

S/NO	SERVICE DESCRIPTION	UNIT of measure	QTY	UNIT COST PER GUARD PER MONTH INCL. VAT	TOTAL COST PER GUARD PER MONTH INCL. VAT	TOTAL COST FOR THE 60 GUARDS FOR 12 MONTHS (one year) INCL. VAT
1.	Security Guards on a monthly basis	NO.	60			
2	Please provide a list of relevant security equipment you will usefor this assignment	LIST				

Contract Period

The contract period is one year from commencement date which shall be communicated on award.

TUK's assignments are within the University's premises at the Headquarters, Women's Hosteland Men's Hostel South B.

Bidder's Signature ---------- Official Stamp .....

Date ----------

Note:

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

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Date:

Tender Number and Name:

To:

The Technical University of Kenya

P.O.BOX 502428-00200,

NAIROBI-KENYA.

TEL: +254(020) 338232/338755/219690

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to provide …… *(Insert services description)* for the sum of… ..... (*Total tender price in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Name of Tenderer

_____

Name and Capacity of authorized person signing the Tender

_____

Signature of authorized person signing the Tender

_____

Stamp of Tenderer

_____

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SECTION VI - EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted along the following stages: -

6.1 Part 1 - Preliminary Evaluation Under Paragraph 3.28 of the ITT. These are mandatory requirements. This shall include confirmation of the following:-

6.1.1 Submission of Tender Security - Checking its validity, whether it is Original; whether it is issued by a local bank in Kenya or insurance company in Kenya; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).

6.1.2 Submission of Declaration Form(s) duly completed and signed.

6.1.3 Submission and considering Tender Form duly completed and signed.

6.1.4 Submission and considering the following:-

a) Company or Firm's Registration Certificate

b) PIN Certificate.

c) Valid Tax Compliance Certificate.

d) Copy of single business permit

e) Audited Financial Accounts for the year 2019-2020 and 2020-2021

f) A holistic list of equipment that the firm has in discharging security guard Duties

g) Evidence of having offered similar services in more than (5) five institution with (3) three recommendation letters from (3) three institution in the past (3) three years.

h) The amount quoted must meet the minimum wage per Nairobi region following the Kenya gazette guidelines dated 1/5/2022.

i) Evidence and proof of N.S.S.F and N.H.I.F contribution for all the guards

j) The company must have been inexistence for more than five (5) years

6.1.5 That the Tender is valid for the period required.

6.1.6 Submission and considering that the required number of sets (original and copy) of Tender.

6.1.7 Submission of updated membership certificate with PSIA or KSIA or ACISMP or any other professionalorganization whether local or International.

6.1.8 Submission of commentary of compliance to the details of service

6.1.9 Submission of updated Certificate of PSRA for carrying out security services

Nevaluation shall be a scoring criteria.

THE ABOVE MENTIONED ARE MANDATORY REQUIREMENTS

Tenders will proceed to the Technical Evaluation Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 3.28.

6.2 Part II – Technical Evaluation and Comparison of Tenders Under Paragraph 3.30 of the ITT.

6.2.1 Verification of the following information:

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1. *Relevant requested certificates and or documents.*
2. *Content of Commentary of compliance to the details of service*
3. *Submission and considering the Confidential Business Questionnaire:-*
   a) *Is fully filled.*
   b) *That details correspond to the related information in the bid.*
   c) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.*

4. *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract*
5. *Submission of relevant and valid insurance cover for*
   a). Work injury benefits Policy
   b). Contractual liability insurance policy
   c). Fidelity Guarantee

No.	Technical Evaluation Criteria	Max Marks (180)
1	Supplier's Offered Terms Of Payment Meets The Technical University Of Kenya's Terms Of Payment Of 30 Days Credit Period	**5**
2	Duly completed Tender Form	**5**
3	Duly completed Declaration Form	**5**
4	Confidential Business Questionnaire(CBQ) duly filled	**5**
5	Recommendation Letters from at least **Three** Corporate Bodies must be provided. The recommendation letters must be for the services provided within the last three years. The recommendation letters must include the Contact name, the name of the organization, the Mobile number of the contact person and the must be on letter head of that organization recommending you.	**10**
6	Copies of three Contracts from three different organizations where you have supplied a similar product in the last three years	**10**
7	Schedule of requirements duly filled indicating items offered and prices	**10**
8	Relevant updated certificates from Regulatory Bodies e.g KISIA, PSRA, PSIA.	**6**
9	Confirmation that the rates per guard paid by the firm is in line with the Ministry of labour guidelines. If it meets the Ministry's guidelines you get full marks. If NOT, zero marks. (Evidence by compliance certificate from the ministry of labour and evidence of payment be shown).	**10**
10	Credentials of the operating team. Provide CVs of the operating team. At least one Director should be an ex chief inspector of police, or a major of any of the armed forces, or inspector or captain from any of the armed forces. In addition this person should possess a degree from a relevant institution. Fully Meets gets full marks of 20. If only one is met, gets 10. NOTE: The CVs of the top firm's directors must be provided for examination.	**20**
11	Provide confirmation of possession of at least two branded backup vehicles. You must have at least two branded back up vehicles and provide their registration numbers and logbooks or lease agreement. Provide copies of logbooks or lease agreement to prove	**10**

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	and show evidence of this. If Fully Provided gets full marks. If not fully provided gets zero marks.	
12	Evidence of Guards Training Programme that has counter-terrorism and first Aid as key elements in there training manual to be provided. Certificates of trainings conducted for the guards must be provided OR written confirmation of having trained the guards must be provided and how they are trained particularly on the frequency. At least two trainings must have been conducted between January 2021 to May, 30, 2022 or a letter from a recognized institution that you have collaborated on guards tug and the subjects covered. Fully provided gets full marks. Otherwise not fully provided gets half the marks. Not provided gets zero marks.	**10**
13	Provide evidence of Vehicle Tracking system available. IF PROVIDED, GETS FULL MARKS, IF NOT GETS ZERO	**5**
14	Indicate the number of branches that your firm has countrywide. The more the branches the higher the marks	**3**
15	Provide a written statement of how the guards will be supervised and how you would handle terrorist attacks should you be awarded the contract.	**5**
16	Provide a list of equipment that you possess in relation and relevant to the provision of security guard services. The list must include all the equipment owned. The list will be examined to determine if the equipment owned is vital and relevant to the provision of security guard services. The marks assignment will range from zero to ten. If you do not possess the equipment we consider vital for the provision of the guard services, you will get zero and vice versa	**10**
17	Determination of Current Ratio and the Solvency Ratio from the Audited Accounts. If the ratio is within the acceptable standards you get full marks. If not you get ZERO marks.	**10**
18	Number of Dogs or leased Dogs you will place on patrol, the type of dogs and evidence of their existence. If leased provide evidence. Marks will range from zero to two.	**1**
19	Provide a written confirmation that you have not been involved in litigation before. Or a letter confirming that you have been involved in litigation before. A letter MUST be written on your firm's letterhead.	**5**
20	Contractual liability of Ksh.35, 000,000.00 (Thirty-Five Million Kenya Shillings 5m-15m=5 marks 15m-25m= 10marks 25m-35m=20marks	**35**

6. Considering and disqualifying the bidder who have any past unresolved or pending theft cases with TUK on that particular assignment.

This shall include a Detailed Evaluation. This shall be a scoring criteria.

THE ABOVE MENTIONED REQUIREMENTS SHALL HAVE A TOTAL

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WEIGHT SCORE 70 MARKS

The pass mark at the technical level shall be weighted score 60 marks to enable one to proceed to the next level of evaluation

Tenderers will be invited for Financial opening of their tenders and proceed to Financial Evaluation stage only if they qualify in compliance with Parts I and II i.e. Preliminary and Technical stages.

6.3 Part III – Financial Evaluation Criteria under Paragraph 3.31 of the ITT. These are mandatory requirements.

6.3.1 This will include the following: -

a) Confirmation of the authenticity and sufficiency of the submitted Tender Security.

b) Confirmation of and considering Price Schedule duly completed and signed.

c) Checking that the Tenderer has quoted prices based on all costs including duties and taxes

d) Checking submission of the last two years audited financial statements required which must be those that are reported within fifteen (15) calendar months of the date of the tender document.*

e) Conducting a financial comparison, including conversion of tender currencies into one common currency,

f) Correction of arithmetical errors,

g) Taking into account the cost of any deviation(s) from the tender requirements,

h) Ascertaining the financial capability through Last Financial Year's audited financial statements. The statements will provide details for determining the liquidity and solvency status of the bidders. The applicable and acceptable ratios are as follows;

a) The acceptable ratios to TUK are as follows:-

(i.) Current ratios i.e. current assets: current liabilities should meet the threshold of at least 0.5:1

ii) Solvency ratios i.e. Debt to Assets Ratio. Should meet the threshold of at least 1:0.5

iii) Turnover in the Last Financial Year i.e. twelve months of

at least 75% of the total tender value.

b) For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they will not be evaluated on (a) and (b)above, but will instead be evaluated on the basis of having at least a spot balance of 20% of the total tender value evident from the certified bank statements provided.*

i) Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-

a) Declared maximum value of business

b) Shareholding and citizenship for preferences where applicable.

6.3.2 Confirming the following: -

6.3.2.1 That the Supplier's offered Delivery Schedule meets TUK's requirements.

6.3.2.2 That the Supplier's offered Terms of Payment meets TUK's requirements.

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***NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).

2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the services it offers to provide.

3. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.

The weight of Technical to Financial is in the ratio of 70:30

6.4. Overall **Tender Evaluation Criteria (B)**

The tender evaluation criteria is weighted as follows; -

The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B \equiv \frac{C_{low}}{C} X \left(1 - X\right) + \frac{T}{T_{high}}$$

where:

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive bids

T = the total Technical Score awarded to the bid

T_{high} = the Technical Score achieved by the bid that was scored highest among all responsive bids

X = weight for the Price is 0.3

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AWARD: The bidder with the highest score

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TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

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SECTION VII – GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract *hereinafter referred abbreviated as the GCC* shall form part of the Conditions of Contract in accordance with the law and TUK

's guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under other parts of the Contract including the Special Conditions of Contract.

7.1 Definitions

In this contract, the following terms shall be interpreted as follows: -

a) *"Day" means calendar day and "month" means calendar month.*

b) *"The Contract" means the agreements entered into between TUK and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*

c) *"The Contract Price" means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.*

d) *"The Services" means services or art thereof to be provided by the Contractor and includes all of the materials and incidentals, which the Contractor is required to perform and provide to TUK under the contract.*

e) *"The Procuring Entity" means The Technical University of Kenya or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as TUK).*

f) *"The Contractor" means the individual or firm providing the services under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.*

g) *Wherever used in the contract, "performance" shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the services have been performed in accordance with the Contract and where TUK does not signify its approval to the Contractor, but without giving notice of dissatisfaction, on the expiration of thirty (30) days from date of documented completion of performance of the service.*

7.2 Application

These General Conditions shall apply to the extent that provisions of other parts

of the contract do not supersede them.

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7.3 Standards

The Services supplied under this contract shall conform to the standards mentioned in the Details of Service.

7.4 Use of Contract Documents and Information

7.4.1 The Contractor shall not, without TUK's prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of TUK in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract.

7.4.2 The Contractor shall not, without TUK's prior written consent, make use of any document or information enumerated in clause 7.4.1 above.

7.4.3 Any document, other than the contract itself, enumerated in clause 7.4.1 shall remain the property of TUK and shall be returned (including all copies) to TUK on completion of the Contractor's performance under the contract if so required by TUK.

7.5 Patent Rights

The Contractor shall indemnify TUK against all third party claims of infringement of patent, trademark, or industrial design rights arising from provision of the services or any part thereof.

7.6 Performance Security

7.6.1 Within twenty one (21) days of the date of the notification of contract award, the Contractor shall furnish to TUK the Performance Security which shall be either one or a combination of the following:-

a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.

b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.

7.6.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.

7.6.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.

7.6.4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event TUK may notify the next lowest evaluated Tenderer that its Tender has been accepted.

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7.6.5 The proceeds of the Performance Security shall be payable to TUK as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without TUK being required to demonstrate the loss it has suffered.

7.6.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.

7.6.7 TUK shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from TUK. The period for response shall not exceed five (5) days from the date of TUK's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by TUK two (2) days before the expiry of the Contractor's Tender Security.

7.6.8 Subject to the provisions of this contract, the Performance Security will be discharged by TUK and returned to the Contractor not earlier than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

7.7 Inspection and Tests

7.7.1 TUK or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. TUK shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice TUK's rights and privileges.

7.7.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.

7.7.3 The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor 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 TUK.

7.7.4 Should any inspected or tested services fail to conform to the specifications, TUK may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to TUK.

7.7.5 TUK's right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by TUK or its representative(s) prior to the services performance / delivery.

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7.7.6 For the avoidance of doubt, any acknowledgement by TUK on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by TUK.

7.7.7 Nothing in this clause 7.7 shall in any way release the Contractor from any warranty or other obligations under this Contract.

7.8 Packaging and Labelling

7.8.1 Where applicable, the Contractor shall provide such packaging of the material and equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

7.8.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Contract and particular Order.

7.8.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.

7.8.4 The materials and equipment shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.

7.8.5 The Contractor shall enclose a packing list in each package and all documents relating to the Order shall show the Tender reference number and name against the items or package as follows:-

The Technical University of Kenya,

Tender Number……Name of Tender ……

Care of the Procurement Manager,

Nairobi, Kenya.

7.9 Delivery and Documents for Materials/ Equipment

7.9.1 Where applicable, delivery of the materials/ equipment shall be made by the Contractor to the place and in accordance with the terms specified by TUK in its Schedule of Requirements or as may be otherwise indicated.

7.9.2 The Contractor shall notify TUK of the full details of the delivered materials/ equipment by delivering the materials/ equipment with a full set of the following documents: -

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a) *Contractor's invoice showing the materials/ equipment description, quantity, unit price and total price*

b) *Delivery note*

c) *Packing list identifying contents of each package*

7.9.3 It is the responsibility of the Contractor to ensure that the delivery documents are received by TUK at the designated delivery point at the time of delivery.

7.10 Insurance

7.10.1 The Contractor shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance and or provision of the Services under the contract.

7.10.2 The Contractor shall *(except in respect to losses, injuries or damage resulting from any act or neglect of TUK)* indemnify and keep indemnified TUK against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

7.11 Payment

7.11.1 Payments shall be made promptly by TUK and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.

7.11.2 Payment shall primarily be through TUK's cheque or Real Time Gross Settlement *(RTGS)* or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by TUK, shall form part of the documents to be presented to TUK before any payment is made.

7.11.3 TUK shall have the sole discretion to accept or decline any Contractor's payment request through Letters of Credit without giving any reason for any decline.

7.12 Interest

Interest payment by TUK is inapplicable in the contract.

7.13 Prices

7.13.1 Subject to clause 7.14 herein below, prices charged by the Contractor for services performed under the contract shall be fixed for the period of the contract with no variations.

7.13.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

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7.14 Variation of Contract

TUK and the Contractor may vary the contract only in accordance with the following: -

a) the quantity variation for goods and services shall not exceed ten percent (10%) of the original contract quantity.

b) the quantity variation must be executed within the period of the contract.

7.15 Assignment

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

7.16 Subcontracts

7.16.1 The Contractor shall notify TUK in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Contractor from any liability or obligation under the Contract.

7.16.2 In the event that an award is given and the contract is sub-contracted, the responsibility and onus over the contract shall rest on the Contractor who was awarded.

7.17 Termination of Contract

7.17.1 TUK may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, terminate this contract in whole or in part due to any of the following: -

a) if the Contractor fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by TUK.

b) if the Contractor fails to perform any other obligation(s) under the contract.

c) if the Contractor, in the judgment of TUK has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

d) by an act of force majeure.

e) if the Contractor becomes insolvent or bankrupt

f) if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction),

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or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.

g) if the Contractor abandons or repudiates the Contract.

7.17.2 In the event that TUK 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 or not rendered, and the Contractor shall be liable to TUK for any excess costs for such similar services and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of TUK.

7.17.3 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.

7.17.4 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.

7.18 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Contractor fails to perform any or all of the services within the period specified in the contract, TUK shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed due services up to a maximum of ten percent (10%) of the performance price of the delayed due services.

7.19 Warranty

7.19.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.

7.19.2 This Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been performed as indicated in the contract.

7.19.3 TUK shall promptly notify the Contractor in writing of any claims arising under this Warranty.

7.19.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to TUK.

7.19.5 If the Contractor having been notified fails to remedy the defect(s) within a reasonable period, TUK may proceed to take such remedial action as may be necessary, at the

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Contractor's risk and expense and without prejudice to any other rights which TUK may have against the Contractor under the contract.

7.20 Resolution of Disputes

7.20.1 TUK and the Contractor may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

7.20.2 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 resort to resolution before a recognized local forum for the resolution of disputes.

7.21 Language and Law

The language of the contract and the law governing the contract shall be the English language and the laws of Kenya respectively unless otherwise stated.

7.22 Waiver

Any omission or failure by TUK to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Contractor shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of TUK's powers and rights as expressly provided in and as regards this contract.

7.23 Force Majeure

7.23.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:

a) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;

b) ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;

c) rebellion, revolution, insurrection, military or usurped power & civil war;

d) riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;

e) un-navigable storm or tempest at sea.

7.23.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the contract is entered into by the parties.

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7.23.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.

7.23.4 Upon the occurrence of any circumstances of *force majeure*, the Contractor shall endeavor to continue to perform its obligations under the contract as far as is reasonably practicable. The Contractor shall notify TUK of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Contractor shall not take any such steps unless directed so to do by TUK.

7.23.5 If the Contractor incurs additional costs in complying with TUK's directions under sub clause 7.23.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with TUK and added to the contract price.

7.23.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

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SECTION VIII – SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and TUK's guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by TUK if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

No.	GCC Reference Clause	Particulars of SCC
1.	**7.11.1 Terms of Payment**	*Payment shall be made after 30 days on presentation of payment documents.*
2.	**7.19.2 Warranty – Period Of warranty**	*This is not applicable in this tender*

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SECTION IX - TENDER FORM

Date:

Tender No.

To:

The Technical University of Kenya

P.O.BOX 502428-00200,

NAIROBI-KENYA.

TEL: +254(020) 338232/338755/219690

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Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to provide Security Guarding Services in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power.
4. We agree to abide by this Tender for a period of……days **(Tenderer please indicate validity of your Tender)** from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

_____

Name of Tenderer

_____

Signature of duly authorized person signing the Tender

_____

Name and Capacity of duly authorized person signing the Tender

_____

Stamp or Seal of Tenderer

***NOTES:**

1. TUK requires a validity period of at least ninety (90) days.
2. This form must be duly signed, stamped and/or sealed.

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SECTION X - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 – General

Business Name……

Location of business premises……

Plot No. ……Street/ Road ……..

Postal Address …….. Postal Code ……..

Tel No……..

Facsimile...……..

Mobile and/ or CDMA No…….

E-mail:

Nature of your business ……..

Registration Certificate No……

Maximum value of business which you can handle at any time KSh……..

Name of your Bankers ……..Branch… ……

*Names of Tenderer's contact person(s) ……..

Designation/ capacity of the Tenderer's contact person(s) ……

Address, Tel, Fax and E-mail of the Tenderer's contact person(s) ……..

……...

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Part 2 (a) Sole Proprietor

Your name in full …….

Nationality ……Country of origin ……..

*Citizenship details …….

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
1……			
2……			
3……			
4……			
5……			

Part 2 (c) Registered Company

Private or Public …….

State the nominal and issued capital of company-

Nominal K S h .

Issued KSh……

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
1……			
2……			
3……			
4……			
5……			

Name of duly authorized person to sign for and on behalf of the Tenderer

……..……..

Capacity of the duly authorized person……

Signature of the duly authorized person……..

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*NOTES TO THE TENDERERS ON THE QUESTIONNAIRE

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*

2. *If a Kenyan citizen, please indicate under "Citizenship Details" whether by birth, naturalization or registration.*

3. *The details on this Form are essential and compulsory for all Tenderers.* **Failure to provide all the information requested shall lead to the Tenderer's disqualification**.

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SECTION XI - TENDER SECURITY FORM – (BANK GUARANTEE)

(To Be Submitted On Bank's Letterhead) **Date:**

To:

The Technical University of Kenya

P.O.BOX 502428-00200,

NAIROBI-KENYA.

TEL: +254(020) 338232/338755/219690

WHEREAS …… (*Name of the Tenderer*) (*Hereinafter called "the Tenderer")* has submitted its Tender dated …… for the supply, installation and commissioning of… .....*(Please insert TUK tender no. and name*) *(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 The Technical University of Kenya (*hereinafter called "TUK" whichexpression shall where the context so admits include its successors-in-title and assigns*) in the sum of

…… for which payment well and truly to be made to the said TUK, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being …….. (*Amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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 date below.

This guarantee is valid until the …..…day of……20……

EITHER

SEALED with the)
COMMON SEAL)

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of the said **BANK**)
this ……day)
of ……20….)
)
In the presence of :-)
)
_____)
)
And in the presence of: -)
)
_____)

_____
BANK SEAL

OR

SIGNED by the **DULY AUTHORISED**

REPRESENTATIVE(S)/ ATTORNEY(S) of the **BANK**

_____

Name(s) and Capacity (ies) of duly authorized representative(s)/ attorney(s) of the Bank

_____

Signature(s) of the duly authorized person(s)

NOTES TO TENDERERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by TUK. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from TUK. The period for response shall not exceed five (5) days from the date of TUK's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. *The Tender validity period is ninety (90) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by TUK. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

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SECTION XII - PRINCIPAL'S AUTHORIZATION FORM

(To Be Submitted On Manufacturer's/ Principal's/ Producer's Letterhead)

To:

The Technical University of Kenya

P.O.BOX 502428-00200,

NAIROBI-KENYA.

TEL: +254(020) 338232/338755/219690

WHEREAS WE …… (*Name of the manufacturer/ principal*) who are established and reputable manufacturers/ principal of …… (*Name and description of the services*) having offices or factories at..... *(full address and physical location of offices or factory(ies)* do hereby confirm that …… (*Name and address of Contractor*) is authorized by us to transact in the services required against your Tender .....(*insert reference number and name of the Tender*) in respect of the above services.

WE HEREBY extend our full guarantee and warranty as per the Conditions of Contract for the services offered for provision by the above firm against the Invitation to Tender.

DATED THIS…….. DAY OF…….20……

_____

Signature of duly authorized person for and on behalf of the Manufacturer/ Principal.

_____

Name and Capacity of duly authorized person signing on behalf of the Manufacturer/ Principal.

NOTES TO TENDERERS & MANUFACTURERS/ PRINCIPALS/ PRODUCERS

Only a competent person in the service of the Manufacturer/ Principal should sign this letter of authority.

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SECTION XIII - DECLARATION FORM

Date _____

To:

The Technical University of Kenya

P.O.BOX 502428-00200,

NAIROBI-KENYA.

TEL: +254(020) 338232/338755/219690

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)

_____

_____declares the following:

a) That I/ We have not been debarred from participating in public procurement by any body, institution or person.

b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.

c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.

Yours sincerely,

_____

Name of Tenderer

_____

Signature of duly authorized person signing the Tender

_____

Name and Capacity of duly authorized person signing the Tender

_____

Stamp or Seal of Tenderer

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SECTION XIV – DRAFT LETTER OF NOTIFICATION OF AWARD

To:

(Name and full address of the Successful Tenderer)……

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO. ……

We refer to your Tender dated…..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

……...
.....

……...
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2015 *(or as may be amended from time to time, or replaced).*

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within fourteen (14) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

FOR:

PROCUREMENT MANAGER

Enclosures

SECTION XV – DRAFT LETTER OF NOTIFICATION OF REGRET

To: *(Name and full address of the Unsuccessful Tenderer)……* **Date:**

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Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO. ……

We refer to your Tender dated…… and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1. ……

2. ……

3 .....etc.…

The successful bidder was_____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our procurement Office, only after expiry of twenty five (25) days from the date hereof. It is expected that by that time TUK and the successful bidder will have entered into a contract pursuant to the Public Procurement and Disposal Act, 2015 *(or as may be amended from time to time or replaced).* When collecting the Security, you will be required to produce the original of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavors.

Yours faithfully,

FOR:

PROCUREMENT MANAGER

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SECTION XVI - CONTRACT AGREEMENT FORM

THIS AGREEMENT made this……day of……20…. **BETWEEN THE TECHNICAL UNIVERSITY OF KENYA** of Post Office Box Number 52428, -00200, Nairobi in the Republic aforesaid *(hereinafter referred to as the "TUK")* of the one part,

AND

…….. **(*Supplier's full name and principal place of business*)** a duly registered entity according to the laws of**……** ***(State country)*** and of Post Office Box Number..... ***(full address of Supplier)*** in the Republic aforesaid, *(hereinafter referred to as the "Supplier")* of the other part;

WHEREAS TUK invited tenders for certain goods, that is to say for.....**(TUK *Insert description of goods*)** under Tender Number…….. **(*TUK insert tender number*)**

AND WHEREAS TUK has accepted the Tender by the Supplier for the goods in the sum of …… **(TUK *specify the total amount in words which should include any payable taxes, duties and insurance where applicable e.g. Value Added Tax)*** (*hereinafter called "the Contract Price"*).

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 and the Tender Document.

2. Unless the context or express provision otherwise requires: -

   a) reference to "this Agreement" includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.

   b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.

   c) words importing the masculine gender only, include the feminine gender

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or (as the case may be) the neutral gender.

d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the *"Supplier"* the covenants, agreements obligations expressed to be made or performed by the Supplier shall be deemed to be made or performed by such persons jointly and severally.

e) where there are two or more persons included in the expression the *"Supplier"* any act default or omission by the Supplier shall be deemed to be an act default or omission by any one or more of such persons.

3. In consideration of the payment to be made by TUK to the Supplier as hereinafter mentioned, the Supplier hereby covenants with TUK to supply the goods and remedy any defects thereon in conformity in all respects with the provisions of the Contract.

4. TUK hereby covenants to pay the Supplier in consideration of the proper supply of the goods 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.

5. The following documents shall constitute the Contract between TUK and the Supplier and each shall be read and construed as an integral part of the Contract: -

a) this Contract Agreement
b) the Special Conditions of Contract as per the Tender Document
c) the General Conditions of Contract as per the Tender Document
d) the Price Schedules submitted by the Supplier and agreed upon with TUK
e) the Technical Specifications as per TUK's Tender Document
f) the Schedule of Requirements
g) TUK's Notification of Award dated……
h) the Tender Form signed by the Supplier
i) the Declaration Form signed by the Supplier/ successful Tenderer
j) the Warranty

6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in5 above except where otherwise mutually agreed in writing.

7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -

a) Execution of this Contract Agreement by TUK and the Supplier.
b) Issuance of the Performance Bond by the Supplier and confirmation of its authenticity by TUK.

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c) Issuance of the Official Order by TUK to the Supplier.
d) Where applicable, Opening of the Letter of Credit by TUK.

8. The period of contract validity shall begin from the Commencement date and end on -
a) sixty (60) days after the last date of the agreed delivery schedule, or,
b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.

Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.

9. It shall be the responsibility of the Supplier to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.

10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.

11. No failure or delay to exercise any power, right or remedy by TUK shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy shall operate as a complete waiver of that other right, power or remedy.

12. Notwithstanding proper completion of delivery or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.

13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively (*and proof of service shall be by way of confirmation report of such transmission and or delivery*), notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by

courier shall be deemed served two (2) days after such receipt by the courier service for Local (Kenyan) Suppliers and five (5) days for Foreign Suppliers.

14. For the purposes of Notices, the address of TUK shall be **The Vice Chancellor, the Technical University of Kenya, P. O Box 52428 – 00200, NAIROBI.** The address for the Supplier shall be the Supplier's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

SIGNED FOR and on BEHALF
of **TUK**

_____
COMPANY SECRETARY

SEALED with the **COMMON SEAL**
of the **SUPPLIER**
In the presence of:-

_____ _____
DIRECTOR *Affix Supplier's Seal here*

_____
DIRECTOR'S FULL NAMES

And in the presence of:-

_____
DIRECTOR/ COMPANY SECRETARY

_____
DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

*OR

SIGNED BY and on BEHALF

of the **SUPPLIER**

_____
SIGNATURE OF THE SUPPLIER

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FULL NAMES OF THE SUPPLIER

***NOTES TO THE SUPPLIER**

1. *Please note that the alternative is applicable IF AND ONLY IF the Supplier is not a registered company but has tendered, and, is trading as a sole proprietor or a partnership as provided in the Confidential Business Questionnaire or is registered as a business name.*

2. *In all other cases, the Supplier is required to execute the contract as first provided.*

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SECTION XV11: PERFORMANCE SECURITY FORM

To:
The Vice Chancellor
The Technical University of Kenya
P. O Box 52428 – 000200
NAIROBI.

WHEREAS …… [*Name of tenderer*] (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No._____[*reference number of the contract]* dated_____20_____to supply …… [*description of goods]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of..... [*amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …….. [*amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the_____day of_____20_____

Signed and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

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SECTION XVIII - THE DETAILS OF SERVICES

The Details of Services describe the basic requirements for services. In addition to the information and documentation in the Tender Document regarding the technical aspects of this tender, all Tenderers shall comply with the following -

PART A - GENERAL REQUIREMENTS

1. Technical documentation shall be in English language. The specific services on offer shall be marked clearly for the services they intend to provide.

2. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data. The Technical University of Kenya reserves the right to reject the services if such deviations shall be found critical to the use and operation of the services.

3. The service provider shall submit a Commentary on the Details of Service as well as Commentary of Compliance to the Details of Service. In submitting the Commentaries the service provider should provide cross-references to the documents submitted.

4. The Commentaries shall be in table form, and shall cover in detail, all clauses of the Detail(s).

5. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the certification or recognition and standards body used shall be provided.

6. Where Certificates and their Reports and are translated into English, all pages of the translations must be signed and stamped by the certifying authority.

7. Service providers are required to provide information on proper representative(s) and or workshop for back-up service and or repair and maintenance including their names, telephone, facsimile, e-mail, physical and postal addresses, along with their offers.

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SECTION XIX: SUPPLIER AVAILABILITY DETAILS FORM

BUSINESS NAME:	
PHYSICAL ADDRESS	
TOWN/CITY	
LR NUMBER	
STREET	
FLOOR	
DOOR NO.	
OTHER LAND MARK	
DRAWING/MAP OF LOCATION	
TELEPHONE ADDRESS	
MOBILE ADDRESS	
EMAIL ADDRESS	
POSTAL ADDRESS	

Yours sincerely,

_____

Name of Tenderer

_____

Signature of duly authorized person signing the Tender

_____

Name and Capacity of duly authorized person signing the Tender

_____

Stamp or Seal of Tenderer

_____

Stamp or Seal of Tenderer

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