



**MASINDE MULIRO UNIVERSITY OF SCIENCE AND  
TECHNOLOGY (MMUST)**

# Tender for the Provision of Fire Fighting Equipment & Maintenance Services

Tender Number:  
MMUST/SEC/04/2018-2019

**CLOSING DATE: TUESDAY, 5<sup>TH</sup> JUNE, 2018 AT 10:00 AM**

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## SECTION I – INVITATION TO TENDER

Date: 15<sup>th</sup> May, 2018

**Tender No: MMUST/SEC/01/2018-2019**

**Tender name: PROVISION OF SECURITY SERVICES**

- 1.1 Masinde Muliro University of Science and Technology (MMUST) invites sealed tenders from eligible candidates for the provision of Security Services.
- 1.2 **Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Office Masinde Muliro University Kakamega during normal working hours OR downloaded FREE of charge from the University website: [www.mmust.ac.ke](http://www.mmust.ac.ke) or IFMIS supplier's portal.**
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non-refundable fee of 1,000.00 only, payable at KCB Kakamega Branch, **MMUST deposit. A/C No. 1101811269.**(Note: This is only applicable if the Tender Documents are obtained from the Office, but is free if downloaded from the website or the Supplier IFMIS portal.
- 1.4 Bidders who download the tender documents from the website must forward their particulars immediately via email **procurementofficer@mmust.ac.ke** this is for records and any further tender clarification and addendum where necessary. The particulars should include: Name of Firm, Postal address, Telephone Number, Email Address, Tender Number and Tender Name.
- 1.5 A site visit/pre-tender meeting will be held at Masinde Muliro University of Science and Technology main campus in Kakamega on **Thursday, 31<sup>st</sup> May, 2018 at 10:00am.** All bidders should note that there will be no other site visit/pre tender meeting after this date.
- 1.6 All pages including any attachments should be paginated
- 1.7 Any additional information, addendums or clarifications in respect to this tender will be available in our MMUST website [www.mmust.ac.ke](http://www.mmust.ac.ke). All bidders are advised to regularly check the website during the bidding period.

- 1.8 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (150) days from the closing date of the tender.
- 1.9 All Tenders must be accompanied by a Tender Security of **Kshs.150,000/-** in form of a bankers cheque ,a bank guarantee from a reputable bank or an insurance bond issued by an insurance firm approved by the PPRA located in Kenya.
- 1.10 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and Tender name and be deposited in the tender box provided at the Vice Chancellors office Masinde Muliro University of Science and Technology or be addressed and posted to

**The Vice Chancellor,**

**Masinde Muliro University of Science and Technology**

**P.O Box 190-50100,**

**Kakamega**

- 1.11 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend.
- 1.12 MMUST reserves the right to accept or reject any tender and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.
- 1.13 Late Tenders, incomplete Tenders, Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted.

ACCOUNTING OFFICER

MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY

## SECTION II: – INSTRUCTIONS TO TENDERERS

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## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 ELIGIBLE TENDERERS**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. Masinde Muliro University of Science and Technology's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 51 of the PPADA 2015.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Masinde Muliro University of Science and Technology to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 COST OF TENDERING**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Masinde Muliro University of Science and Technology, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Ksh.1,000/=
- 2.2.3 Masinde Muliro University of Science and Technology shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 CONTENTS OF TENDER DOCUMENTS**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Details of service
  - v) Schedule of Requirements
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form

- x) Tender security form
- xi) Performance security form

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

## **2.4 CLARIFICATION OF DOCUMENTS**

2.4.1. A prospective candidate making inquiries of the tender document may notify Masinde Muliro University of Science and Technology in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Masinde Muliro University of Science and Technology will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the University. Written copies of the University's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. Masinde Muliro University of Science and Technology shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 AMENDMENT OF DOCUMENTS**

2.5.1. At any time prior to the deadline for submission of tenders, Masinde Muliro University of Science and Technology, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Masinde Muliro University of Science and Technology, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 LANGUAGE OF TENDER**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Masinde Muliro University of Science and Technology, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 DOCUMENTS COMPRISING THE TENDER**

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

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

## **2.8 FORM OF TENDER**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 TENDER PRICES**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by Masinde Muliro University of Science and Technology within 30 days of receiving the request.

## **2.10 TENDER CURRENCIES**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## **2.11 TENDERERS ELIGIBILITY AND QUALIFICATIONS.**

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.



2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Masinde Muliro University of Science and Technology's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 TENDER SECURITY**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

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

2.12.2 The tender security is required to protect Masinde Muliro University of Science and Technology against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Masinde Muliro University of Science and Technology as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Masinde Muliro University of Science and Technology.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by Masinde Muliro University of Science and Technology on the Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 30 or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 VALIDITY OF TENDERS**

2.13.1 Tenders shall remain valid for **90** days or as specified in the invitation to tender after date of tender opening prescribed by Masinde Muliro University of Science and Technology, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the university as nonresponsive.

2.13.2 In exceptional circumstances, Masinde Muliro University of Science and Technology may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 FORMAT AND SIGNING OF TENDER**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no **interlineations**, **erasures**, or **overwriting** except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 SEALING AND MARKING OF TENDERS**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to Masinde Muliro University of Science and Technology at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **5<sup>th</sup> June, 2018 at 10.00am**"

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Masinde Muliro University of Science and Technology will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 DEADLINE FOR SUBMISSION OF TENDERS**

2.16.1 Tenders must be received by Masinde Muliro University of Science and Technology at the address specified under paragraph 2.15.2 no later than **5<sup>th</sup> June, 2018 at 10.00 am**

2.16.2 Masinde Muliro University of Science and Technology may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph

6, in which case all rights and obligations of the university and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received at the vice chancellors office where the tender box is located.

## **2.17 MODIFICATION AND WITHDRAWAL OF TENDERS**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the tender's is received by Masinde Muliro University of Science and Technology prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 Masinde Muliro University of Science and Technology may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Masinde Muliro University of Science and Technology shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 OPENING OF TENDERS**

2.18.1 Masinde Muliro University of Science and Technology will open all tenders in the presence of tenderers' representatives who choose to attend, on **5<sup>th</sup> June 2018 at 10.00am**

and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 Masinde Muliro University of Science and Technology will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 CLARIFICATION OF TENDERS**

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

2.19.2 Any effort by the tenderer to influence Masinde Muliro University of Science and Technology in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 PRELIMINARY EXAMINATION AND RESPONSIVENESS**

2.20.1 Masinde Muliro University of Science and Technology will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.20.3 Masinde Muliro University of Science and Technology may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, Masinde Muliro University of Science and Technology will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Masinde Muliro University of Science and Technology's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by Masinde Muliro University of Science and Technology and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 CONVERSION TO A SINGLE CURRENCY**

2.21.1 Where other currencies are used, Masinde Muliro University of Science and Technology will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 EVALUATION AND COMPARISON OF TENDERS.**

2.22.1 Masinde Muliro University of Science and Technology will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

2.22.3 Masinde Muliro University of Science and Technology's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

(a) **Operational Plan.**

Masinde Muliro University of Science and Technology requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than The University's required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in payment schedule.**

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

## **2.23. CONTACTING MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence Masinde Muliro University of Science and Technology in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 AWARD OF CONTRACT**

### **a) Post qualification**

2.24.1 In the absence of pre-qualification, Masinde Muliro University of Science and Technology will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Masinde Muliro University of Science and Technology deems necessary and appropriate.

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

### **b) Award Criteria**

2.24.1 Masinde Muliro University of Science and Technology will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.2: Masinde Muliro University of Science and Technology reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for The University's action. If The University determines that none of the tenderers is responsive; University shall notify each tenderer who submitted a tender.

2.24.3: A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

(c) **Masinde Muliro University of Science and Technology's Right to Vary quantities**

2.24.4: Masinde Muliro University of Science and Technology reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Masinde Muliro University of Science and Technology's Right to Accept or Reject Any or All Tenders**

Masinde Muliro University of Science and Technology reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Masinde Muliro University of Science and Technology's action.

## **2.25 NOTIFICATION OF AWARD**

2.25.1 Prior to the expiration of the period of tender validity, Masinde Muliro University of Science and Technology will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Masinde Muliro University of Science and Technology. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, Masinde Muliro University of Science and Technology will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.26 SIGNING OF CONTRACT**

2.26.1 At the same time as Masinde Muliro University of Science and Technology notifies the successful tenderer that its tender has been accepted, The University will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Masinde Muliro University of Science and Technology.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 PERFORMANCE SECURITY**

- 2.27.1 Within thirty (30) days of the receipt of notification of award from Masinde Muliro University of Science and Technology, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to The University.
- 2.27.2 Failure of the successful tenderer to comply with the requirement, Masinde Muliro University of Science and Technology shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The University may make the award to the next lowest evaluated or call for new tenders.

## **2.28 CORRUPT OR FRAUDULENT PRACTICES**

- 2.28.1 Masinde Muliro University of Science and Technology requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 Masinde Muliro University of Science and Technology will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **APPENDIX TO INSTRUCTIONS TO TENDERERS**

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

2.29: Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.30: Eligible Tenderers	Registered Business Entities under fire fighting category
2.31: Tender Currencies	Kenya Shillings Only
2.32: Tender eligibility and qualifications	Registration for these services
2.33: Tender Security	Ksh 150,000.00
2.34: Performance Security	N/A
2.35: Evaluation and Comparison of Tenders	See below



### **2.37. Schedule of Services**

**Servicing of equipment and testing shall be done 3 times a year after tender award.**

### **2.38: Scope of the Works**

The works to be carried out at the following campuses:

- a) Main Campus, Kakamega
- b) Nairobi Campus, Nairobi
- c) Webuye Campus, Webuye
- d) Bungoma Campus, Bungoma
- e) Ebusungwe campus, Ebusungwe
- f) Budalangi campus, Budalangi
- g) Mumias campus, Mumias

#### **and includes:**

1. Testing of Equipment
2. Servicing of Equipment
3. Overhauling/replacement recommendations
4. Every service will require certificates submitted for insurance purposes
5. Audits once a year by the county safety inspector. This should be included on servicing cost above.

## EVALUATION CRITERIA – FIRE FIGHTING EQUIPMENT MAINTENANCE

The method of evaluation will be Merit Point System

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

A.	MANDATORY REQUIREMENTS	POINTS
A1	Valid Copy of Tax Compliance Certificate	YES/NO
A2	Valid copy of Current Business Permit/Licence	YES/NO
A3	Valid copy of Certificate of Incorporation/Business Registration	YES/NO
A4	Submit tender security of Ksh 150,000.00 Payable to Masinde Muliro	YES/NO
A5	University of Science and Technology	YES/NO
	Complete Mandatory Business Questionnaire)	YES/NO
	Complete Oaths and Statutory Declaration Form	YES/NO
B	TECHNICAL REQUIREMENTS	
B1.	Indicate past experience with similar nature of services on fire systems in the past five (5) years. <b>(Provide Proof) i.e contracts, LPOs , invoices and delivery notes.</b> <b>(5 experience at 4 points)</b>	20
B2.	Recommendation letters from at least five (5) corporate clients with similar volume and facilities mentioned <b>(the letter should give both physical and contact address) 5x4</b>	20
C	ASSIGNMENT APPRECIATION	
C1	<b>Compliance:</b> Full list of compliances with evidence of hard copy	20
C2	<b>Office Management:</b> Provide flow chat and office staff who will be assigned to Masinde Muliro University of Science and Technology	20
C3.	<b>No. of Resources:</b> Provide CV's of all staff who will be assigned for the servicing and testing of fire systems with evidence of hard copy.	5
C4.	Does your firm have any litigation history? Yes ( ) or No ( ). If Yes indicate the nature.....	5
D	WARRANTY AND RETENTION PERIOD	
D1	<b>List of all Equipment:</b> That will be on warranty period of scope of works tendered	5
D2	Presentation of the document (serialize and bound)	5
	<b>GRAND TOTAL</b>	<b>100</b>

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Bidding Document. Failure to furnish all information required by the Bidding Document or submission of a bid not substantially responsive to the bidding document in every respect will be at the Bidder's risk and may result to the rejection of her or his bid.

**Note:**

The firms who score seventy (70) marks and above will have their financial bids considered.

**C. FINANCIAL EVALUATION**

The lowest responsive bidder in combined financial and technical evaluation shall be recommended for award.

Financial score shall be computed using the following formula

$$\mathbf{FS= 20XF\text{M}/F}$$

**Where:** **FM** is the lowest evaluated priced responsive bid

**F** is the price of the bid under consideration

The lowest responsive bidder in financial and technical evaluation will be recommended for award.

**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **3.1 DEFINITION OF TERMS**

In this contract the following terms shall be interpreted as indicated:

- a) **“The contract”** means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract\_Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) **“The Contract Price”** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) **“The services”** means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) **“The Procuring entity”** means the organization sourcing for the services under this Contract.
- e) **“The contractor”** means the individual or firm providing the services under this Contract.
- f) **“GCC”** means general conditions of contract contained in this section
- g) **“SCC”** means the special conditions of contract
- h) **“Day”** means calendar day

### **3.2 APPLICATION**

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

### **3.3 STANDARDS**

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

### **3.4: USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 3.4.1 The Contractor shall not, without Masinde Muliro University of Science and Technology’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 The University in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without Masinde Muliro University of Science and Technology’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of Masinde Muliro University of Science and Technology and shall be returned (all copies) to The University on completion of the contract's or performance under the Contract if so required by The University.

### **3.5 PATENT RIGHT'S**

The tenderer shall indemnify Masinde Muliro University of Science and Technology against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

### **3.6 PERFORMANCE SECURITY**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Masinde Muliro University of Science and Technology the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to Masinde Muliro University of Science and Technology as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Masinde Muliro University of Science and Technology and shall be in the form of a bank guarantee.

3.6.4 The performance security will be discharged by Masinde Muliro University of Science and Technology and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 INSPECTIONS AND TESTS**

3.7.1 Masinde Muliro University of Science and Technology or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The University shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Masinde Muliro University of Science and Technology.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, Masinde Muliro University of Science and Technology may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the University.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 PAYMENT**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

### **3.9 PRICES**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the University's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 ASSIGNMENT**

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

### **3.10 TERMINATION FOR DEFAULT**

Masinde Muliro University of Science and Technology may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the University.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of Masinde Muliro University of Science and Technology has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Masinde Muliro University of Science and Technology terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the University for any excess costs for such similar services.

### **3.12 TERMINATION OF INSOLVENCY**

Masinde Muliro University of Science and Technology may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the University.

### **3.13 TERMINATION FOR CONVENIENCE**

- 3.13.1 Masinde Muliro University of Science and Technology by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the University convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination Masinde Muliro University of Science and Technology may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 RESOLUTION OF DISPUTES**

Masinde Muliro University of Science and Technology and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 GOVERNING LANGUAGE**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 FORCE MAJEURE**

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.17 APPLICABLE LAW.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 NOTICES**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.



#### **SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.8: Payment	Within 60 days on receipt of invoice
3.14: Resolution of Disputes	Arbitration to be considered before litigation
3.17: Applicable Law	Laws of Kenya
3.18: Notices	Masinde Muliro University of Science and Technology P.O. Box 190 – 50100 KAKAMEGA EMAIL: <a href="mailto:procurementofficer@mmust.ac.ke">procurementofficer@mmust.ac.ke</a>

**SECTION V: SCHEDULE OF REQUIREMENTS /PRICE SCHEDULE FOR FIRE EQUIPMENT MAINTENANCE**

**1.0: BIDDING INSTRUCTION**

**1.1: COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of his or her bid and Masinde Muliro University of Science and Technology will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

**A. FEE CHARGES PER YEAR**

		<b>FEES PER YEAR PER UNIT/CAMPUS</b>			
		<b>MAIN CAMPUS, Kakmega</b>	<b>Nairobi CAMPUS</b>	<b>Webuye CAMPUS</b>	<b>Bungoma CAMPUS,</b>
<b>NO.</b>	<b>TYPE OF EQUIPMENT</b>				
1	Water CO <sub>2</sub>				
2.	Foam				
3.	B.CF4.5kg and under				
4.	CO <sub>2</sub> gas4.5kg and under				
5.	Dry powder 12kg and under				

8.	Hobby Pumps				
9.	Hose Reels				
10.	Fire Blankets				

Minimum Annual Maintenance Fee

Charge..... Ksh.....

## B. SPARES AND REFILLS CHARGES

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (KSH.)	TOTAL PRICE (KSH.)
1.	Water CO <sub>2</sub> cartridge exchange	200	No		
2.	Foam Cartridge Exchange	80	No		
3.	Foam compound per litre	15	Ltr.		
4.	Dry powder cartridge exchange	120	No.		
5.	Dry powder standard per kilo	10	Kg.		
6.	9kg dry powder fire extinguisher pressurizing	120	No.		
7.	50/75kg dry powder trolley pressurizing	2	No.		
8.	9 ltr water CO <sub>2</sub> fire extinguisher pressurizing.	100	No.		
9.	9 ltr. Form fire extinguisher pressurizing	40	No.		
10.	1kg dry powder fire extinguisher refilling & pressurizing	10	No.		
11.	Air foam branch pipes	10	No.		
12.	Fire extinguisher wall brackets	100	No.		
13.	Fire blankets	20	No.		
14.	Hose reel tubings	10	No.		
15.	Cartridge adapters	100	No.		
16.	CO <sub>2</sub> Gas valves	20	No.		
17.	CO <sub>2</sub> discharge horns	10	No.		
18.	Dry powder/water CO <sub>2</sub> dip tubes	50	No.		
19.	Gate Valves Complete	50	No.		
20.	Gate Valves wheels (hose reels)	10	No.		
21.	Hose reel guides	10	No.		
22.	Hose reel nozzles	20	No.		
23.	Head Cap Washer (Dry Powder/Water)	100	No.		
24.	Hose reel jubilee clips	100	No.		
25.	Dry powder/water CO <sub>2</sub> head caps	50	No.		
26.	Operating instructions labels	20	No.		
27.	Hose reel "O" rings	50	No.		
28.	Dry Powder/water CO <sub>2</sub> safety pins/caps	50	No.		
29.	Paining all units	20	No.		
30.	(Dry Powder/water foam) CO <sub>2</sub> Discharge hoses	10	No.		
31.	5kg CO <sub>2</sub> gas fire extinguisher refilling	120	No.		
32.	3.2kg CO <sub>2</sub> gas fire extinguisher	10	No.		

	refilling				
33.	2.3kg CO <sub>2</sub> gas fire extinguisher refilling	10	No.		
34.	6kg CO <sub>2</sub> gas fire extinguisher refilling	20	No.		
35.	Sprinkler System	5	No.		
36.	Fire hydrants	15	No.		
37.	Hobby booster pumps	20	No.		
	<b>Total cost inclusive of VAT</b>				

### C. FIRE FIGHTING NEW EQUIPMENT SUPPLY AND INSTALLATION

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (KSH.)
1.	9kg dry powder fire extinguisher	1	No.	
2.	12kg dry powder fire extinguisher	1	No.	
3.	Fire blanket	1	No.	
4.	5kg carbon dioxide extinguisher	1	No.	
5.	2kg carbon dioxide extinguisher	1	No.	
6.	9 litres AFFF foam extinguisher	1	No.	
7.	9 litres water extinguisher	1	No.	
8.	Hose reels (Swimming type)	1	No.	
9.	Hose reels (fixed type)	1	No.	
10.	Booster Pump	1	No.	
11.	Fire hose nozzle	1	No.	
12.	Fire hose: 75 ft.	1	No.	
13.	Foam inductor	1	No.	
14.	Sprinkler unit	1	No.	
15.	25kg dry powder fire extinguisher	1	No.	
16.	50kg dry powder fire extinguisher	1	No.	
17.	Rewinding booster pump motor	1	No.	
18.	Extinguisher mounting bracket	1	No.	
19.	Refilling of CO <sub>2</sub> into cylinder	1	No.	
20.	Refilling of water extinguisher	1	No.	
21.	Refilling of dry powder into cylinder	1	No.	
22.	Repainting of an extinguisher	1	Kg.	
23.	Fire exit sign	1	No.	
24.	Fire assembly point (20" x 20")	1	No.	
25.	Fire Instruction Notice 23" x 23"	1	No.	

Signature of tendered \_\_\_\_\_

## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Oaths and Statutory Declaration Form
8. Bank guarantee for advance payment

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

**1. FORM OF TENDER**

TO,  
Technology

Masinde Muliro University of Science and

Date:.....

P.O. Box 190 – 50100

**Kakamega**

Tender No: MMUST/-----

Tender Name: Tender for Provision of Fire  
Equipment Maintenance

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of Ksh:.....[Total Tender amount in words]..... or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Provision of Fire Equipment Maintenance in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of..... 2017

.....  
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of.....

**2. CONTRACT FORM**

THIS AGREEMENT made the..... day of..... 20.....  
Between..... [name of Procurement entity]  
of..... [country of Procurement entity] (hereinafter called “the  
Procuring entity”) of the one part and .....[name of tenderer] of  
.....[city and country of tenderer] (hereinafter called “the  
tenderer”) of the other part:

WHEREAS Masinde Muliro University of Science and Technology invited tenders for the Provision of  
Fire Equipment Maintenance and has accepted a tender by the tenderer for the supply of the services in  
the sum of Ksh.....[contract price in words in figures]  
(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by ..... the ..... (Masinde Muliro University of Science and Technology)



Signed, sealed, delivered by ..... the ..... (for the tenderer) in the presence of .....

**3. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**  
**(Must be filled by all applicants who choose to participate in this Tender)**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2( c)  
Whichever applies to your type of business and part 3.

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

Name of Applicant(s).....

**Part 1: General:**

1.1: Business Name .....

1.2: Certificate of Incorporation/Registration No:.....

1.3: Location of business premises .....

1.4: Plot No. ....

1.5: Street/Road .....

1.6: Postal Address .....

1.7: Office Tel. No. ....

1.8: Mobile:.....

1.9: Fax No:.....

1.10: Email Address.....

1.11: Website.....

1.12: Nature of business:(Indicate whether Manufacturer, Distributor e.t.c).....

1.13: Contact Person (Full Names).....

(a) Directors Name and Mobile Nos:.....

(b) If not Director, Title..... Power of Attorney (Yes/No) if yes, attach  
written document.

1.14: Maximum value of business which you can handle at any one time Ksh. ....

1.15: Name of your bankers ..... Branch .....

**Part 2(a) – Sole Proprietor:**

2a.1: Your name in full ..... Age .....

2a.2: Nationality ..... Country of origin .....

Citizenship details.....

**Party 2(b) – Partnership**

2b.1: Give details of partners as follows

2b.2: Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5. ....	.....	.....	.....

**Part 2(c) – Registered Company:**

2c.1: Private or public .....

2c.2: State the nominal and issued capital of the company –

Nominal Ksh. ....

Issued Ksh.....

2c.3: Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5. ....	.....	.....	.....

Date..... Signature of Tenderer .....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, of Masinde Muliro University of Science and Technology? Yes..... No:.....

3.2: If answer in ‘3.1’ is **YES** give the relationship:.....

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures? Yes..... No.....

3.4: If answer in ‘3.3’ above is YES give details.....

3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Masinde Muliro University of Science and Technology to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes..... No.....

3.6: If answer in ‘3.5’ above is YES give details.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices? Yes..... No.....

3.8: If answer in ‘3.7’ above is YES give details.....

3.9: Have you offered or given anything of value to influence the procurement process? Yes..... No.....

3.10: If answer in ‘3.9’ above is YES give details.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

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

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

**4. TENDER SECURITY FORM (NOT APPLICABLE)**

Whereas .....(hereinafter called <the tenderer> has submitted its bid  
[*name of Bidder*]  
dated .....for the provision of insurance services (hereinafter called <the tender?>  
[*date of submission of bid*]

KNOW ALL PEOPLE by these presents that WE  
.....of.....having [*name of bank*] [*name of country*]

our registered office at ..... (hereinafter called <the procuring entity> in  
[*name of procuring entity*]  
the sum of Ksh..... for which payment well and truly to be made to  
[*state the amount*]

Masinde Muliro University of Science and Technology, the Bank binds itself, its successors, and assigns  
by these presents. Sealed

with the Common Seal of the said Bank this ..... day of  
.....200...

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by Masinde Muliro University of Science and Technology on the Form; or
2. If the tender, having been notified of the acceptance of its tender by Masinde Muliro University of Science and Technology during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to Masinde Muliro University of Science and Technology up to the above amount upon receipt of its first written demand, without The University having to substantiate its demand, provided that in its demand The University will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

Signature:..... Date:.....

Official Stamp:.....

**5. PERFORMANCE SECURITY FORM**

Masinde Muliro University of Science and Technology

P.O. Box 190 – 50100

**Kakamega**

WHEREAS ..... **[name of tenderer]**

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No..... **[reference number of the contract]** dated ..... 20.....to

supply .....**[Fire Equipment Maintenance]** (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 a 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 figures], 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 of money within the limits of ..... [Amount of guarantee] as aforesaid, without your 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 \_\_\_\_

Signature and seal of the Guarantors

.....  
[Name of bank of financial institution]

.....  
[Address]

.....  
[Date]

**6. OATHS AND STATUTORY DECLARATION FORM**

**REPUBLIC OF KENYA  
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF  
THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND  
DISPOSAL ACT NO. 33 OF 2015**

I,..... of P.O Box.....  
Being a resident of..... in the Republic of Kenya do hereby  
make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of.....  
(name of the Candidate) which is a Candidate in respect of Tender Number..... to  
supply goods, render services and/or carry out works for Masinde Muliro University of Science  
and Technology and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of  
the Board, Management, Staff and/or employees and/or agents of Masinde Muliro University of  
Science and Technology, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to  
any member of the Board, Management, Staff and/or employees and/or agents of Masinde  
Muliro University of Science and Technology.
4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and  
belief.

**SWORN** at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of ..... 20.....}

}

} \_\_\_\_\_

Before me

}

DEPONENT

}

}

}

}

Commissioner for Oaths

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