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**TENDER FOR SUPPLY, DELIVERY, INSTALLATION, TESTING  
AND COMMISSIONING OF CCTV CAMERA SYSTEM**

**TENDER NO: MMUST/SEC/5/2017-2018**

**CLOSING DATE: 9<sup>TH</sup> JANUARY, 2018  
AT 10.00AM**

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## SECTION I: INVITATION TO TENDER

DATE: 19<sup>TH</sup> DECEMBER 2017

TENDER NO: MMUST/SEC/5/2017-2018

### SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING CCTV CAMERA SYSTEM

- 1.1 The MMUST invites sealed bids from eligible candidates for supply, delivery, installation, testing and commissioning of a CCTV Camera System.
- 1.2 Interested eligible candidates may obtain further information from *The Procurement Officer, MASINDE MULIRO UNIVERSITY, P.O. Box 190 - 50100 KAKAMEGA, and Tel. 2809000* during official working hours between 8 a.m. - 5 p.m.
- 1.3 A complete set of tender documents are available and can be downloaded from the University website - [www.mmust.ac.ke](http://www.mmust.ac.ke), for free.
- 1.4 Bidders who download the tender documents from the website must forward their particulars immediately via email [procurementofficer@mmust.ac.ke](mailto: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 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at The MASINDE MULIRO UNIVERSITY, , KAKAMEGA or be addressed and posted to the Vice Chancellor Office, MASINDE MULIRO UNIVERSITY Box 190 - 50100, KAKAMEGA so as to be received on or before **Tuesday, 9<sup>th</sup> January, 2018 at 10.00 am.** Registered Youth, Women and Persons with disabilities are encouraged to participate. Kindly refer to the bid data sheet for more submission and other requirements information.
- 1.6 All pages including any attachments should be serialized**
- 1.7 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.8 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the address in the Data Sheet.

*Vice Chancellor*  
*MASINDE MULIRO UNIVERSITY*

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

### **2.1 Eligible Tenderers**

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

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

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by MMUST to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

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

### **2.2 Eligible Goods**

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

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

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

### **2.3 Cost of Tendering**

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

2.3.2 The price to be charged for the tender document shall be Ksh.0 when downloaded from website [www.MMUST.ac.ke](http://www.MMUST.ac.ke)

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

## 2.4 The Tender Document

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

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

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

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify MMUST in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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 MMUST. Written copies of MMUST's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 MMUST shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the MMUST, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

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

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

The tender prepared by the tenderers shall comprise the following components

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

### **2.9 Tender Forms**

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

### **2.10 Tender Prices**

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

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

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

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

#### **2.11 Tender Currencies**

Prices shall be quoted in Kenya Shillings unless otherwise specified in the Data Sheet to Instructions to Tenderers.

#### **2.12 Tenderers Eligibility and Qualifications**

2.12.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

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

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



## 2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 The tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which a certificate of origin issued at the time of shipment shall confirm.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
  - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, ingredients necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by MMUST; and
  - (c) A clause-by-clause commentary on MMUST's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## 2.14 Tender Security

- 2.14.1 The tender security shall be in the amount of **Ksh. 180, 000**. Where any group or organization has been exempted from submitting the tender security requisite forms should be provided with evidence of exemption e.g. YAGPO Certificate and a duly filled tender securing declaration in the format provided.
- 2.14.2 The tender security is required to protect MMUST against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph

2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to MMUST and valid for thirty (30) days beyond the validity of the tender.

2.14.4 Any tender not secured with a tender security will be rejected by MMUST as non-responsive by preliminary examination.

2.14.5 Unsuccessful Tenderer's tender 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 MMUST.

2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security.

2.14.7 The tender security may be forfeited:

if a tenderer withdraws its tender during the period of tender validity specified by MMUST on the Tender Form; or in the case of a successful tenderer, if the tenderer fails:

- (i) to sign the contract, or
- (ii) to furnish performance security

## 2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by MMUST. A tender valid for a shorter period shall be rejected by MMUST as non-responsive.

2.15.2 In exceptional circumstances, MMUST may solicit the Tenderers consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

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

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

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

### **2.17 Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

- (a) Be addressed to MMUST at the address given in the Invitation to Tender:
- (c) bear tender number and name on the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE**," the date on the Invitation to Tender.

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

2.17.4 If the outer envelope is not sealed and marked as required, MMUST will assume no responsibility for the tender's misplacement or premature opening.

### **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by MMUST at the address specified in the Letter of Invitation no later than

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

### **2.19 Modification and Withdrawal of Tenders**

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17 (Sealing and Marking of Tenders). A withdrawal notice May also be sent by post, facsimile and e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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

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

2.19.6 MMUST shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## 2.20 **Opening of Tenders**

2.20.1 MMUST will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday 9<sup>th</sup> January, 2018** in the location specified in the Invitation to Tender.

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

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

2.20.4 MMUST will prepare minutes of the tender opening.

## 2.21 **Clarification of Tenders**

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

2.21.2 Any effort by the tenderer to influence MMUST in its tender evaluation, tender comparison or contract award decisions may result in the rejection of

## 2.22 Preliminary Examination

2.22.1 Prior to the technical evaluation, pursuant to paragraph 2.23, MMUST 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 terms and conditions of tendering. MMUST's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.2 If a tender is not substantially responsive, it will be rejected by MMUST and may not subsequently be made responsive by the bidder by correction of the nonconformity.

## 2.23 Technical Evaluation of Tenders

2.23.1 MMUST will evaluate the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.23.2 The technical evaluation will assess whether:

- a) the bidder has the necessary professional and technical qualifications and competence, resources, and managerial capability; and
- b) The proposed solution is adequate.

2.23.3 The following merit point method for weighted evaluation factors will be applied for comparison and final selection of those bidders who shall have met ALL the requirements for the CCTV Camera System as stated in paragraph 5.2.7 below. The criteria for technical evaluation will be as given in the following table:

### 2.23.4 REQUIREMENTS Mandatory Requirements

Bidders will be required to provide the following;

- Proof of experience in carrying out the proposed installations. Submit names/reference of at least three (3) clients where similar services have been successfully implemented within the last three (3) years. Submit three (3) CVs of key personnel proposed to take the assignment showing areas of
- expertise with emphasis on access control installations. Submit a brief company profile indicating expertise in supply, delivery, installation, implementation and technical support of an integrated office access control system.  
Current Tax Compliance Certificate.  
Certificate of Registration / Incorporation

2.23.6 Only those bids that will have met the minimum technical requirements stated in 2.23.1, 2.23.2, 2.23.3 and 2.23.4 above will be considered for the Financial Evaluation.

#### **2.24 Financial Evaluation of Tenders**

2.24.1 MMUST will evaluate and compare the tenders, which have been determined to be substantially responsive to technical requirements, pursuant to paragraph 2.23.

2.24.2 The evaluation of a tender will exclude and not take into account: in the case of Goods manufactured in Kenya or Goods of foreign origin, sales and other similar taxes applicable in Kenya.

2.24.3 The Financial Evaluation will take into consideration, in addition to the tender price, the price of incidental services for delivery of the Goods to and provision of the required services at the sites of implementation. The prices quoted should be realistic, fair and reasonable.

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

## 2.25 **Contacting MMUST**

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

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

## 2.26 **Award of Contract**

### (a) **Post-qualification**

2.26.1 MMUST 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.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as MMUST deems necessary and appropriate.

2.26.3 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 MMUST will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

2.26.4 MMUST will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract

**(c) MMUST's Right to Vary quantities**

2.26.5 MMUST 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) MMUST's Right to accept or Reject any or All Tenders**

2.26.6 MMUST 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 MMUST's action

**2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, MMUST will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The successful bidder shall signify in writing the acceptance of the award within the frame specified in the notification of award

2.27.3 When a person submitting the successful tender is notified, MMUST shall also notify in writing all other persons submitting tenders that their tenders were not successful, disclosing the successful tenderer as appropriate and reason thereof.



### **2.30 Signing of Contract**

2.30.1 The written contract shall be entered into within the period specified I the notification but not before fourteen days have elapsed following the notification.

2.27.6 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.

2.27.7 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to MMUST.

### **2.28 Performance Security**

2.28.1 Within Thirty (30) days of the receipt of notification of award from MMUST, 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 MMUST.

2.28.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the MMUST may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.29 Corrupt or Fraudulent Practices**

2.29.1 The MMUST requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations; the following terms are defined as follows;

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

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the MMUST, 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 the MMUST of the benefits of free and open competition;

2.29.2 The MMUST 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.

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

BIDDING DATA SHEET (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein

Item	A. General
1.	The name of the Client is: MASINDE MULIRO UNIVERSITY
2.	Technical and Financial Proposals are requested: Yes  The name of the project is: Supply, Installation and Commissioning of a CCTV Camera System
3.	The method of selection is: QUALITY AND COST BASED SELECTION (QCBS)
4.	A pre-visit will be done YES. <b>4<sup>th</sup> January 2017</b>
5.	MMUST will provide the following inputs: (i) Access to servers at MMUST premises (ii) Access to technical staff of the ICT Department for consultation and requisite involvement in the project.
	B. Contents of Bidding Documents
6.	For Clarification of bid purposes only, the Client's address is:  The Vice Chancellor MASINDE MULIRO UNIVERSITY  P.O. Box 190 - 50100 KAKAMEGA Telephone: Facsimile number: [2710330] Electronic mail address: <a href="mailto:vc@mmust.ac.ke">vc@mmust.ac.ke</a>
	C. Preparation of Bids
7.	The language of the bid is: ENGLISH

8.	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>a. Certificate of Incorporation</li> <li>b. VAT Registration Certificate</li> <li>c. Tax Compliance Certificate</li> <li>d. Latest financial statements (last 3 years). Not required from Youth, Women &amp; Persons with Disabilities Group. Provide evidence (YAGPO Certificate).</li> <li>e. Brochures and relevant literature</li> <li>f. Manufacturer's certificate/Dealership certificate</li> </ul> <p style="text-align: center;">Where a bidder is exempted from any of the above, they should provide an explanation and requisite documentation as evidence e.g. YAGPO Certificate.</p>
9.	"Final destination (Project Site)": MMUST, KAKAMEGA
10.	The Tenderer is required to quote in the currency of the Client's Country or any other freely convertible currency.
11.	Period of time the Goods are expected to be functioning (for the purpose of warranty/spare parts): <i>2 years</i> .
12.	Manufacturer's authorization is: <b>REQUIRED</b>
13.	After sales service is: <b>REQUIRED</b>
14.	Tender Security is required: <b>REQUIRED</b>
15.	The amount of the Tender Security shall be: <b><i>Ksh. 180,000 in the form of a Bankers Cheque</i></b> . Where a bidder is exempted from any of the above, they should provide an explanation and requisite documentation (Executed tender Security Form) and evidence e.g. YAGPO Certificate.
16.	The bid validity period shall be <b><i>120 days</i></b>
17.	In addition to the original of the tender, the number of copies is: <b><i>2 copies</i></b>
	<b>D. Submission and Opening of Bids</b>
18.	The inner and outer envelopes shall bear the following additional identification marks: Tender Number: MMUST/TENDER/SEC/05/17-18. <i>Tender Name:</i> SUPPLY, INSTALLATION AND COMMISSIONING OF CCTV CAMERA SYSTEM.

19.	The date for submission of tenders will be: <b>on or before Tuesday , 9<sup>th</sup> January 2018 at 10:00 am</b>
20.	The bid opening shall take place at: Address: MMUST main campus along Kakamega-Webuye Road Floor/ R City: <i>KAKAMEGA</i> Country: <i>Kenya</i>  <i>Time: 10.00 AM</i>
	E. Evaluation and Comparison of Bids
21.	Bid prices expressed in different currencies shall be converted in to Kenya Shillings  The source of exchange rate shall be: <i>Central Bank of Kenya</i> The date for the exchange rate shall be: .....
22.	Youth, Women & Persons with Disabilities are encouraged to participate.
23.	Bidders will not be required to pay a fee for this tender. It can be downloaded from <a href="http://www.mmust.ac.ke">www.mmust.ac.ke</a> for free.
24.	The successful bidder will be expected to deposit 7.5% of the total contract price as Performance Security from a reputable bank in the form of a bank guarantee. Where a bidder is exempted from any of the above, they should provide an explanation and requisite documentation.
25.	F. Award of Contract
26.	The maximum percentage by which quantities may be increased is: 15 percent. The maximum percentage by which quantities may be decreased is: 15 percent.

SECTION III: **GENERAL CONDITIONS OF CONTRACT**

3.1 **Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the MMUST and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, software applications and/or other materials, which the tenderer is required to supply to the MMUST under the Contract.
- (d) "The MMUST" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 **Application**

These General Conditions shall apply in all Contracts made by the MMUST for the procurement of Goods.

3.3 **Country of Origin**

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

**3.4 Samples**

The tenderer shall provide samples of the goods stated in the Terms of Reference under Particulars, branded with the Authority's logo or other branded materials of previous works undertaken.

3.5 **Standards**

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.6 Use of Contract Documents and Information**

3.6.1 The tenderer shall not, without the MMUST's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the MMUST in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.6.2 The tenderer shall not, without the MMUST's prior written consent, make use of any document or information enumerated in paragraph 3.6.1 above.

3.6.3 Any document, other than the Contract itself, enumerated in paragraph 3.6.1 shall remain the property of the MMUST and shall be returned (all copies) to the MMUST on completion of the Tenderer's performance under the Contract if so required by the MMUST.

### **3.7 Patent Rights**

The tenderer shall indemnify the MMUST against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the MMUST's country.

### **3.8 Performance Security**

3.8.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the MMUST the performance security in the amount specified in Special Conditions of Contract.

3.8.2 The proceeds of the performance security shall be payable to the MMUST as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the MMUST and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the MMUST, in the form provided in the tender documents.

3.8.4 The performance security will be discharged by the MMUST and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

### **3.9 Inspection and Tests**

3.9.1 The MMUST or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The MMUST shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.9.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 the MMUST.

3.9.3 Should any inspected or tested goods fail to conform to the Specifications, the MMUST may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the MMUST.

3.9.4 The MMUST's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the MMUST or its representative prior to the equipment delivery.

3.9.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.10 Packing**

3.10.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

### **3.11 Delivery and Documents**

Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by MMUST in its Schedule of Requirements and the Special Conditions of Contract.

### **3.12 Insurance**

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.13 Payment**

3.13.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.13.2 Payments shall be made promptly by the MMUST as specified in the contract.

### **3.14 Prices**

3.14.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

3.14.4 Price variation request shall be processed by the MMUST within 30 days of receiving the request.

### **3.15 Assignment**

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

### **3.16 Subcontracts**

The tenderer shall notify the MMUST in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

### **3.17 Termination for Default**

3.17.1 The MMUST 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 deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the MMUST;
- (b) if the tenderer fails to perform any other obligation(s) under the Contract;
- (c) if the tenderer, in the judgment of the MMUST has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.17.2 In the event the MMUST terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the MMUST for any excess costs for such similar goods.

### 3.18 **Liquidated Damages**

If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the MMUST shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### 3.19 **Resolution of Disputes**

3.19.1 The MMUST and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.19.2 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 require adjudication in an agreed national or international forum, and/or international arbitration.

### 3.20 **Language and Law**

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

### 3.21 **Force Majeure**

The tenderer 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.

SECTION IV: - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC:

REFERENCE OF GCC	SPECIALCONDITIONS OF CONTRACT
3.8.1	The successful bidder will be expected to deposit 7.5% of the total contract price as Performance Security from a reputable bank in the form of a bank guarantee. Where a bidder is exempted from any of the above, they should provide an explanation and requisite documentation (Executed Performance Security Forms) or the required alternative submission.
3.13.1	Terms of payment: 90% on supply, Installation testing, training and commissionin acceptable to MMUST. The balance of 10% shall be paid at the expiry of warranty period.
3.19.1	Resolution of Disputes under Kenyan laws

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## SECTION V: - TECHNICAL SPECIFICATIONS

### 5.1 General Requirements

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

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

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

5.1.4 The tenderers MUST present information along with their offers as follows:

- (i)
- (ii) Shortest possible delivery period of each product  
Information on proper representatives and/or workshop for back-up service/repair and maintenance including their names and addresses.
- (ii) Proof of experience in carrying out the proposed installations. Submit names/ reference of at least three (3) clients where similar services have been successfully implemented within the last three (3) years. And dealer
- (i) Authorization letter for the solution product proposed
- (v) Submit three (3) CVs of key personnel proposed to take the assignment showing areas of expertise with emphasis backup and recovery solutions

5.1.5 The bidder should bear in mind that the solution proposed should be simple, robust and easy to maintain.

5.1.6 It is expected that the contractor will provide training for technical support staff. A full training schedule for all targeted users, including costs and duration, should be provided. An assessment of the training will be carried out after completion of the training.

5.1.7 The financial proposal shall clearly show the cost of software licenses, cost of equipment, cost of installation and standing charges where applicable

(especially for server hosting services), and/ or usage charges. It should also indicate whether such software license costs are one-off or recurring.

5.1.8 The contractor to provide a detailed user and technical manual for all the installed systems.

5.1.9 The contractor is required to turn in all passwords and log-on IDs to MMUST management upon deployment of the application software.

5.1.10 The contractor is expected to provide 24-hour by 7-day a week technical support all year round; they must provide telephone, email and fax for the support desk as well as the designated contact persons describing the escalation path.

5.1.11 The contractor must commit to providing a mandatory three (3) months post implementation support.

5.1.12

5.1.12 The application software must have at least a two-year warranty.

5.1.13 After the lapse of the warranty period MMUST will negotiate a maintenance agreement with the contractor.

5.2 Terms of Reference 5.2.1 *BACKGROUND*

The MASINDE MULIRO UNIVERSITY intends to improve its campus premises security system by installing and commissioning one hundred and eight (108) CCTV cameras. These cameras must integrate fully with the CCTV hardware and database. Required for this work will be NRV system, CCTV cameras, cabling, civil works and labor.

5.2.2 SPECIFICATIONS OF THE NVR The NVR system must have the following capabilities

1. Can accommodate up to 16 IP cameras
2. With HDMI 1080P high definition output.
3. 16ch 720P/ 8ch 1080P recording.
4. VGA,HDMI&TV simultaneous display
5. Support 1080P output
6. With snapshot function
7. Support USB2.0/DVD-RW backup
8. With digital zoom function
9. Support mobile phone remote surveillance

- 10. Support at least 8pcs HDD of 2TB each
- 11. Has an embedded Linux operating system
- 12. Has PTZ control which is compatible with the cameras on rooftops
- 13. H264 compression video compression on PAL mode
- 14. Can accommodate third party cameras
- 15 Email alert function
- 16 With built-in web server for users to use standard IE browser to check and manage real-time monitoring.
- 16 Support maximum 10 users simultaneous access

The CCTV cameras must have the following capabilities

- Resolution : 5.0 Megapixel, 1920x1080@25fps
- High Performance Processor, System on Chip (SOC), Embedded (ARM9+ DSP) and high-speed video assistant processor
- H.264 video compression
- Imported IR lamp, excellent video at night
- High resolution excellent image display
- PoE/DC12V power supply and WiFi module for option
- Supports Android, ios system smart phone surveillance
- Can work in low illumination of 0.5Lux/F1.2 (0Lux with IR on)

#### 5.2.3 REQUIREMENTS Mandatory Requirements

- Current Tax Compliance Certificate.
- Certificate of Registration / Incorporation
- Valid Business Permit
- Tender form duly completed, signed and stamped by the tenderer in the format
- Valid Bid bond
- KRA Pin certificate

#### EVALUATION CRITERIA - TECHNICAL

		MARKS
1	Proof of experience in carrying out the proposed installations (provide evidence e.g Letters of award, contract, completion certificates	5
2	Brief company profile indicating capability CCTV works	3
3	submit names and referees of atleast 3 reputable clients where similar Has been implemented within the last 3 years	3

4.	Submit at least 3 CV s of key personnel to undertake the assignment showing areas of expertise with emphasis on access control installations	3
5	No of Cameras accommodated, output quality, processor speed,	5
6	Back up support, zoom function, phone remote surveillance	8
7.	No & capacity of HDD supported, support for compression mode, support for 3rd party camera, compatibility with 4th floor camera  (Provide evidence/references/brochures)	8
	CCTV CAMERAS	
8	Resolution, Processor, Compression standard ((Provide evidence/references/brochures)	8
9	Lamp, night function, image quality, email alert function, browser supported access - remotely, no of simultaneous access supported,	7
10	PoE/DC12V power supply and WiFi module for option, Supports Andriod, ios system smart phone surveillance, Can work in low illumination of0.5Lux/F1.2	7
11	For all the product, manufacturer authorization / proof of dealership	5
12	Project implementation plan/ methodology	8
	TOTAL	70

**Bill of Quantities (BQs)**

S/No	Item	Qty	Manufactu rer	Part No	Unit Cost	Amount
	Supply install the following items as per the specifications inclusive of all accessories					
1	Dome Camera	56 pcs				
2	Bullet Camera	46 pcs				
3	PTZ Camera	6 pcs				
4	NVR System	14 pcs				
5	Ethernet Cable Cat 6	3,240M				
6	Fiber Cable	5,000M				
7	Closure kit	10 pcs				
8	Fiber Duct 50mm diameter	5,000M				
9	Allow for any other items or works not included above but necessary to complete the contract					
	<b>CIVIL WORKS</b>					
10	Excavate trench 600mm wide and depth not less than 1200mm in red coffee soil, lay duct(measured separately) backfill and compact the soil to original ground level	5,000M				
11	Extra over excavations for micro tunneling under existing concrete roads of width not exceeding 9M wide	15 crossings				
	<b>Total</b>					
	VAT 16%					
	<b>Grand Total</b>					

Amount in words (carried to the form of tender)

.....

Bidders Name: .....

Signature.....

Date: .....

Stamp

#### NOTES

A bidder MUST satisfy the mandatory requirements to be eligible for evaluation of their technical proposal.

Only bidders who meet 70% of the technical scores (49 marks) will be considered for financial evaluation.

In evaluating, 3 Points will be added to bidders falling in the Registered YWPD group.

The formulae for determining the Financial Score (Sf) shall be as follows:  $Sf =$

$100 \times Fm/F$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = 0.7, is the weight given to the Technical Proposal; P = 0.3, is the weight given to the Financial Proposal; and T + P = 1).

The combined technical and financial score, S, is calculated as follows:  $S = (St \times T \%) + (Sf \times P \%)$ . The firm achieving the highest combined technical and financial score will be considered for award



SECTION VI: STANDARD FORMS

Notes on the sample Forms

1. Form of Tender- The Form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form-When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the MMUST.
4. Contract Form-The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form-The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the MMUST.
6. Bank Guarantee for Advance Payment Form -When Advance payment is requested for by the successful bidder and agreed by the MMUST, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form-When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods

**8.1 FORM OF TENDER**

Date  
Tender No.

To:  
The Vice Chancellor  
MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY  
KAKAMEGA

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....*[insert numbers].the* receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (.....*(insert equipment description)* in conformity withthesaidtenderdocumentsforthesumof ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements within a period of 8 weeks

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent topercent of the Contract Price for the due performance of the Contract, in the form prescribed by the MMUST.

4. We agree to abide by this Tender for a period of ... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. 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 the parties.

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

Dated this                                  day of                                  20

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of



**8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

*Part 1 - General: BusinessName*

Location of business premises.

PlotNo ..... Street/Road

Postal Address ..... Tel No ..... Fax

E mail.....

Nature of Business,  
 RegistrationCertificateNo.

Maximum value of business which you can handle at any one time - Kshs.  
 NameofyouMMUSTnkers ..... Branch

Part 2 (a) - Sole Proprietor	
Your name in full..... Age..... Nationality ..... Country of origin ..... • Citizenship details ..... •	
Part 2 (b) Partnership	
Given details of partners as follows: Name Nationality Citizenship Details Shares 1 2 3 4	
Part 2 (c) - Registered Company	
Private or Public	
State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows Name Nationality Citizenship Details 1	

Shares			
1	.....		
2	.....		
3	.....		
4	.....		
5	.....		
Date	.....	Signature	of Candidate

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

### 8.3 TENDER SECURITY FORM

Whereas.....[*name of the tenderer*]  
(hereinafter called "the tenderer") has submitted its tender dated .....[*date of submission of tender*] for the supply, installation and commissioning of .....[*name and/or description of the equipment*]  
(hereinafter called "the Tender") ..... KNOW ALL PEOPLE by these presents that WE.....of .....having our registered office at .....(hereinafter called "the Bank"), are bound unto The MASINDE MULIRO UNIVERSITY (*hereinafter* called "the MMUST") in the sum of.....for which payment well and truly to be made to the said MMUST, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20.

THE CONDITIONS of this obligation are:-

- 1.If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
  
2. If the tenderer, having been notified of the acceptance of its Tender by the MMUST during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the MMUST up to the above amount upon receipt of its first written demand, without the MMUST having to substantiate its demand, provided that in its demand the MMUST will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

*[signature of the bank]*  
(Amend accordingly if provided by Insurance Company)

**8.5 PERFORMANCE SECURITY FORM**

To  
The Vice Chancellor MASINDE MULIRO UNIVERSITY

P.o.Box19050100 ~~~~~  
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 ..... [*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]*

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

The Vice Chancellor MASINDE MULIRO UNIVERSITY

*[name of tender].....*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance

payment,.....*[name and address of tenderer](hereinafter called "the tenderer")* shall deposit with the MMUST a bank guarantee to guarantee its proper and faithful performance under the said Clause of

the Contract in an amount of ..... *[amount of guarantee in figures and*

We, the .....*[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the MMUST on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer,

in the amount not exceeding ..... *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the MMUST and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment

received by the tenderer under the Contract until ..... *[date]*.

*Very truly*

*[name of bank or financial institution] [address]*

*[date]*



**8.7 MANUFACTURER'S AUTHORIZATION FORM**

The Vice Chancellor MASINDE MULIRO UNIVERSITY P.o. Box 190 50100  
KAKAMEGA

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

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

[signature for and on behalf of manufacturer]

*Note:* This letter of MMUST should be on the letterhead of the Manufacturer and  
should be signed by a person competent.

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

To:

RE: Tender No.  
Tender Name

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

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

*(FULL PARTICULARS)*

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of  
.....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

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**FOR OFFICIAL USE ONLY**

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

**ANTI CORRUPTION DECLARATION PLEDGE**

I/We (Name of Firm and Address) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We..... declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any Public Officer , their relations or business associates, in connection with tender No.....for or in the subsequent performance of the contract if I/We are successful.

Signed by.....Authorized Representative

Name.....Designation.....Signature.....Date