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

**TENDER NO: MMUST/002/SEC/2020-2021**

**CLOSING DATE: THURSDAY 20<sup>TH</sup> AUGUST, 2020  
AT 10.00AM**

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## SECTION I: INVITATION TO TENDER

DATE: 28<sup>th</sup> July, 2020

### SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF CLOSED CIRCUIT TELEVISION (CCTV)

TENDER NO: MMUST/002/SEC/2020-2021

- 1.1 The MMUST invites sealed bids from eligible candidates for supply, delivery, installation, testing and commissioning of Closed Circuit Television (CCTV).
- 1.2 Interested and eligible firms may obtain further information from procurement office during normal working hours. Tender documents may be viewed and downloaded **FREE** of charge from the University website: [www.mmust.ac.ke](http://www.mmust.ac.ke) or IFMIS Portal: [supplier.treasury.go.ke](http://supplier.treasury.go.ke)
- 1.3 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.
- 1.4 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 **Thursday 28<sup>th</sup> July, 2020 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.
- 1.5 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
- 1.6 **All pages including any attachments should be paginated**
- 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 All Tenders must be accompanied by a Tender Security of **Kshs. 120,000/-** 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.
- 1.9 Due to the Presidential Directives issued on COVID -19, there shall be **NO Pre-Tender Site visits.** However, bidders are encouraged to make personal arrangements to acquaint themselves with the site before submissions of their bids.
10. 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.

## 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

All Tenders must be accompanied by a Tender Security of **Kshs. 120,000/-** 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.

2.14.1 The tender security is required to protect MMUST against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to *para 6.1.1*

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.

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

2.14.3 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.

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

2.14.5 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**

2.15.2 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.

2.15.3 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.

### 3.16 **Format and Signing of Tender**

3.16.1 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.

3.16.2 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.

3.16.3 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.

### **3.17 Sealing and Marking of Tenders**

3.17.1 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.

3.17.2 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.

3.17.3 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".

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

### **3.18 Deadline for Submission of Tenders**

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

3.18.2 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

### **3.19 Modification and Withdrawal of Tenders**

3.19.1 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.

3.19.2 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.

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

3.19.4 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.

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

3.19.6 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.

### **3.20 Opening of Tenders**

3.20.1 MMUST will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday 20<sup>th</sup> August, 2020 at 10:00 am** in the location specified in the Invitation to Tender.

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

3.20.3 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.

3.20.4 MMUST will prepare minutes of the tender opening.

### **3.21 Clarification of Tenders**

3.21.1 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.

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

### 3.22 Preliminary Examination

3.22.1 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.

3.22.2 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.

### 3.23 Technical Evaluation of Tenders

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

3.23.2 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.

3.23.3 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 as stated in paragraph 5.2.7 below. The criteria for technical evaluation will be as given in the following table:

3.23.4 REQUIREMENTS Mandatory Requirements

Bidders will be required to provide information as provided for in the criteria

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.

### **3.24 Financial Evaluation of Tenders**

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

3.24.2 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.

3.24.3 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.

### 3.25 **Contacting MMUST**

3.25.1 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.

3.25.2 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.

### 3.26 **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 satisfactorily.

**(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.

**3.27 Notification of Award**

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

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

3.27.3 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.

3.27.4

3.27.5



### 3.30 Signing of Contract

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

3.27.6 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.

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

#### 3.28 Performance Security

3.28.1 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.

3.28.2 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.

#### 3.29 Corrupt or Fraudulent Practices

3.29.1 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;

3.29.2 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.

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

Item	A. General
1.	The name of the Client is: <b>Masinde Muliro University of Science &amp; Technology</b>
2.	The name of the project is: <b>Supply, Installation, Testing and Commissioning of a Closed Circuit Television.</b>
3.	All Tenders must be accompanied by a Tender Security of <b>Kshs. 120,000/-</b> 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.
4.	Due to the Presidential Directives issued on COVID -19, there shall be <b>NO Pre-Tender Site visits</b> . However, bidders are encouraged to make personal arrangements to acquaint themselves with the site before submissions of their bids.
5.	MMUST will provide the following inputs: (i) Access to servers at MMUST premises (ii) Access to technical staff of the ICT & Security Department for consultation and requisite involvement in the project.
	B. Contents of Bidding Documents
6.	For Bid clarification purposes only kindly email: <a href="mailto:procurementofficer@mmust.ac.ke">procurementofficer@mmust.ac.ke</a>
	C. Preparation of Bids
7.	The language of the bid is: <b>ENGLISH</b>

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. Valid tax compliance certificate</li> <li>c. Tax Compliance Certificate</li> <li>d. Brochures and relevant literature</li> <li>e. 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. AGPO Certificate</p>
9.	"Final destination (Project Site)": Masinde Muliro University of Science & Technology
10.	The Currency shall be in Kenya shillings
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: Yes
15.	All Tenders must be accompanied by a Tender Security of <b>Kshs. 120,000/-</b> 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.
16.	The bid validity period shall be <i>120 days</i>
17.	In addition to the original of the tender, the number of copies is: <i>1 copy plus original</i>
	D. Submission and Opening of Bids
18.	<p>The inner and outer envelopes shall bear the following additional identification marks: <b>SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF CLOSED CIRCUIT TELEVISION (CCTV)</b></p> <p>Tender Number: <b>MMUST/002/SEC/2020-2021</b></p>

19.	The date for submission of tenders will by: <b>on or before Thursday 20<sup>th</sup> August, 2020 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>Date: Thursday 20<sup>th</sup> August 2020 at 10.00 AM</i>
	E. Evaluation and Comparison of Bids
21.	Bid prices expressed in Kenya Shillings
22.	This is an open tender
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 or PPIP Portal: <a href="http://supplier.treasury.go.ke">supplier.treasury.go.ke</a>
24.	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 15% 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 periods) 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 it's 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.
3.13.1	Terms of payment: 90% on supply, Installation testing, training and commissioning 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
	All Tenders must be accompanied by a Tender Security of <b>Kshs. 120,000/-</b> in form of a bankers cheque, a bank guarantee from a

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

### 4.1. CONDITIONS TO BE MET BY THE BIDDER WHICH FORMS EVALUATION PROCESS

#### Part 1. PRELIMINARY EVALUATION UNDER

Your tenders shall be examined for the following mandatory requirements. Failure to satisfy any one of them shall lead to automatic disqualification.

S/NO	MANDATORY REQUIREMENTS	RESPONSIVE	NON-RESPONSIVE
1.	Certificate of Registration/ Incorporation		
2.	Valid Tax Compliance Certificate (TCC-apply)		
3.	Valid Business Permit		
4.	Duly filled Form of Tender		
5.	Duly filled Confidential Business Questionnaire		
6.	Tender security		
7.	Certification by ICT Authority/CAK		

#### NB:

- Attach documentary evidence which should be clearly labeled for the above requirements
- Tenders will proceed to technical evaluation stage only if they comply with all preliminary requirements above.

## Part 2 TECHNICAL EVALUATIONS

S/NO	REQUIREMENTS	MARKS	SCORE
1.	Current Business Permits	5	
2	Financial capability attach bank statements (Turn over Kshs.10 million )	5	
3	Current clients (Attach at least 5 No. award letters, contracts, LPOs, etc).	10	
4	Key personnel for this work (CV and Certificates for Technical team to undertake this work and technical capability)	20	
5	Company Profile indicating CCTV works undertaken & ongoing	10	
6	Project Implementation Plan/ Methodology	10	
7	Proof of Equipment ownership, Hire or Lease (Log Books, LPOs, Receipts, Invoices, Lease agreements must be attached)	10	
	<b>Total</b>	<b>70</b>	

The required score (Technical Evaluation) should be **60 POINTS** and above

## TECHNICAL SPECIFICATIONS

### ITEMS

ITEM	DESCRIPTION	Qty	Manufacturer	UNIT COST	TOTAL AMOUNT
I	Standard dome camera 6 mp	10			
II	Standard 30m-50m bullet camera 6mp	17			
III	Standard PTZ camera	3			
IV	Standard NVR system (i) 16 chan (ii)8chan	1 4			
V	Standard managed switch 24 port	3			
VI	Standard 55'' CCTV monitor	3			
VII	Other accessories not listed but necessary to complete the installation	LOT			
	<b>GRAND TOTAL</b>				

## STANDARD ITEMS DESCRIPTION

### ITEM I

#### 6 MP IR Fixed Dome Network Camera

- 1/2.9" Progressive Scan CMOS
- 3072 ×2048@20fps
- 2.8/4/6/8mm fixed lens
- Color: 0.01 Lux @ (F1.2, AGC ON), 0.028 Lux @ (F2.0, AGC ON), 0 Lux with IR
- H.265+, H.265, H.264+, H.264
- 2 Behavior analyses
- 120dB WDR
- BLC/3D DNR/ROI
- IP67
- Built-in micro SD/SDHC/SDXC card slot, up to 128 GB

## ITEM II

6 MP IR Fixed Bullet Network Camera

- 1/2.9" Progressive Scan CMOS
- 3072 x [2048@20fps](#)
- 2.8/4/6/8mm fixed lens
- Color: 0.01 Lux @ (F1.2, AGC ON), 0.028 Lux @ (F2.0, AGC ON), 0 Lux with IR
- H.265+, H.265, H.264+, H.264
- 120dB WDR
- 2 Behavior analyses
- BLC/3D DNR/ROI/HLC
- IP67
- Built-in micro SD/SDHC/SDXC card slot, up to 128 GB

### 5MP 30× IR Network Speed Dome

- 1/1.9" progressive scan CMOS
- Up to 2592×1944 resolution
- Min. illumination:

Color: 0.005 Lux @(F1.5, AGC ON)

B/W: 0.002 Lux @(F1.5, AGC ON)

0 Lux with IR

- 30× Optical Zoom, 16× Digital Zoom
- Defog, EIS, 3D DNR, BLC, HLC, Digital WDR
- IR distance up to 150 m
- 24 VAC & Hi-PoE
- Support H.265+/H.265 video compression

## ITEM IV

### Network

Outgoing bandwidth:	256Mbps or 200Mbps(when RAID is enabled)
Incoming bandwidth:	320Mbps or 200Mbps(when RAID is enabled)
Remote connection:	128

### Video/Audio Output

	2-ch, resolution:
HDMI/VGA output:	HDMI1: 4K (3840 × 2160)/60Hz, 4K (3840 × 2160)/30Hz, 2K (2560 × 1440)/60Hz, 1920 × 1080p/60Hz, 1600 × 1200/60Hz, 1280 × 1024/60Hz, 1280 × 720/60Hz, 1024 × 768/60Hz
	VGA1: 2K (2560 × 1440)/60Hz, 1920 × 1080p/60Hz, 1600 × 1200/60Hz, 1280 × 1024/60Hz, 1280 × 720/60Hz, 1024 × 768/60Hz
	HDMI2/VGA2: 1920 × 1080p/60Hz, 1280 × 1024/60Hz, 1280 × 720/60Hz, 1024 × 768/60Hz
Recording Resolution:	12MP/8MP/6MP/5MP/4MP/3MP/1080p/UXGA/720p/VGA/4CIF/DCIF/2CIF/CIF/QCIF
Audio Output:	2-ch, RCA (2.0Vp-p, 1KΩ)
Synchronous Playback:	16-ch

**ITEM V**

<b>Downlinks total 10/100/1000 or PoE+ copper ports</b>	24 ports data
<b>Uplink configuration</b>	Modular uplink options
<b>Default primary AC power supply</b>	PWR-C5-125WAC
<b>Fans</b>	FRU redundant
<b>Software</b>	Network Advantage
<b>Stacking bandwidth</b>	160 Gbps
<b>DRAM</b>	4 GB
<b>Flash</b>	4 GB
<b>Switching capacity</b>	128 Gbps
<b>Forwarding rate</b>	190.4 Mpps
<b>Chassis Dimensions</b>	1.73 x 17.5 x 13.8 in
	4.4 x 44.5 x 35.0 cm
<b>Weight</b>	5.0 Kg

**ITEM VI**

Display Device (OLED / LCD)
LCD
Screen Size (Inch)
55
Resolution
1920*1080
IPS Panel (only for LCD series, including IPS 4K and IPS 4K Display)
Yes
Panel Type (only for LCD series)
RGB
BLU Type (only for LCD series)
Direct
<a href="#">Video (Picture Quality)</a>
True Motion / Refresh Rate (only for LCD series)
TM100(Refresh Rate 50 Hz)
PMI (Picture Mastering Index) / Refresh Rate (only for LCD series)
Refer to the 'PMI Sheet'
Color Master EngineYes
- Upscaler
Resolution Upscaler
HEVC Decoder



2K@60P,10bit  
 VP9 Decoder  
 2K@60P, 8bit

**ITEM VII**

<b>OTHER ACCESSORRIES</b>	<b>DESCRIPTION</b>	<b>UNIT COST</b>	<b>AMOUNT</b>
Ethernet Cable Cat 6			
9u Cabinet			
Cat 6 patch cords			
Camera's out let plates			
Fiber works & accessories			
Civil works & Labour			
Totals			

**Note:** quantities and distances shall be verified after site survey

**SECTION V - SCHEDULE OF REQUIREMENTS**

**SCHEDULE OF REQUIREMENTS**

1. The CCTV shall be installed in the following proposed areas within the University

<b>No</b>	<b>Place</b>	<b>Location</b>	<b>Number of cameras</b>
a)	Vice Chancellors Office	Secretary's Office	1
b)	Vice Chancellors Office	Entrance	2
c)	Deputy Vice Chancellors' Offices	Entrances	2
d)	Exam Room	Inside	1
e)	Exam Room	Outside	1
f)	ABA building entrances	ABA	4
g)	Gate C	Entrance	1
h)	Gate C	Exit	1
i)	Main Catering Unit- MCU	Kitchen Inside	2
j)	Main Catering Unit- MCU	Entrances	2
k)	Main Catering Unit- MCU	Conference room	1
l)	Control Room	Entrance	1
m)	University Main Gate	Exit	4
n)	University Main Gate	Entrance	4
o)	Main Gate	Water Tank	1
p)	Multi-purpose Hall	Main entrance	1
q)	ABA Building	Roof Top	1

	<b>TOTAL</b>		30
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**N/B. All cameras shall be connected to one control Centre or Room**

Amount in words (To be transferred to the form of tender) \_\_\_\_\_  
\_\_\_\_\_

Bidders name \_\_\_\_\_

Stamp and date \_\_\_\_\_

**NB:** Due to the Presidential Directives issued on COVID -19, there shall be **NO Pre-Tender Site visits**. However, bidders are encouraged to make personal arrangements to acquaint themselves with the site before submissions of their bids.

## **SECTION VI - STANDARD FORMS**

### Notes on the standard Forms

1. **Form of TENDER**-The form of Tender (provided in this document) 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. **Price Schedule Form**-The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form**—As required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer 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 procuring entity.

## **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. Bank guarantee for advance payment
8. Declaration form

**FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[Insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide..... *]* *[Description of services]* in conformity with the said tender documents for the sum of ..... *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*[signature]*

*[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## 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 the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

<p><b>Part 1 General</b></p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
---

	<b>Part 2 (a) – Sole Proprietor</b>			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	Citizenship details .....			
	<b>Part 2 (b) – Partnership</b>			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	<b>Part 2 (c) – Registered Company</b>			
	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	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank 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 Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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



**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

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 services](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 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 or sums 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 or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[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 Procuring entity 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 words].*

We, the .....

*[bank or financial institution]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity 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 thereunder or of any of the Contract documents which may be made between the Procuring entity 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 and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**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

**SELF-DECLARATION FORMS  
ANTI-CORRUPTION DECLARATION**

We (insert the name of the company/supplier)

..... declare and guarantees that no offer, gift or payment consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply; -

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of MMUST

The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that MMUST may have.

Name.....

Signature.....Date.....

Company Seal / Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

We (insert the name of the company/supplier)

.....declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

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

Company Seal/Business Stamp

**NON-DEBARMENT DECLARATION**

We (insert the name of the company/ supplier) .....declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

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

.....

Company Seal/Business Stamp

**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...

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**