



MACHAKOS UNIVERSITY

PROVISION OF SECURITY SERVICES

TENDER NO: MksU/OT/01/2019~2020

**MACHAKOS UNIVERSITY
P.O. BOX 136– 90100
MACHAKOS
EMAIL: po@mksu.ac.ke
WEBSITE: www.mksu.ac.ke**

**CLOSING DATE:
16TH OCTOBER, 2019 AT 10.00 AM**

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INTRODUCTION

- 1.1 This standard tender document for procurement of services has been prepared for use by public entities in Kenya in the procurement of all types of services.
- 1.2 The following general directions should be observed when using the document;
 - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
 - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
 - (b) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the tender document should be modified to include:
 - I. Tender number.
 - II. Tender name.
 - III. Name of Machakos University.

SECTION I - INVITATION FOR TENDERS

TENDER REF. NO: MksU/OT/01/2019-2020

TENDER NAME: PROVISION OF SECURITY SERVICES

Machakos University invites sealed tenders from eligible candidates for provision of security services.

Interested eligible candidates may obtain further information from and inspect the tender documents at **the Procurement Office, Main campus**. A complete set of tender documents may be downloaded from **www.mksu.ac.ke** free of charge. Bidders who download the tender document shall notify the Procurement Office immediately for record purposes by email: **po@mksu.ac.ke**

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Machakos University or be addressed to:-

**The Vice-Chancellor
Machakos University
P O Box 136 – 90100,
Machakos, Kenya.**

And dropped in Tender Box situated at the Administration Block, Main Campus in Machakos, so as to reach the University NOT **LATER THAN 16th October, 2019 at 10.00 am**

Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at **Conference Room 11**.

**Prof. Lucy W. Irungu, PhD.
VICE CHANCELLOR
&
PROFESSOR OF ENTOMOLOGY**

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Machakos University employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 the Machakos University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify Machakos University by post, fax or by email at the address indicated in the Invitation for tenders. Machakos University 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 the tenders, prescribed by the Machakos University. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11.0 Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Machakos University satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect Machakos University against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by Machakos University as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or Returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) To furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Machakos University as non-responsive.

2.13.2 In exceptional circumstances, Machakos University may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

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

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

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to Machakos University at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE 16TH OCTOBER 2019 AT 10.00 AM.**"

2.15.3 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".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Machakos University will assume no responsibility for the tender's misplacement or premature opening.

2.16. **Deadline for Submission of Tenders**

(c) Tenders must be received by Machakos University at the address specified under paragraph 2.15.2 not later than **16th October 2019 at 10.00 am.**"

2.16.1 Machakos University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of Machakos University and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received by Machakos University as provided for in the appendix.

2.17. **Modification and Withdrawal of Tenders**

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

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

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

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

2.18. Opening of Tenders

- 2.18.1 Machakos University will open all tenders in the presence of tenderers' representatives who choose to attend, at **16th October 2019 at 10.00 am.**"
- 2.18.2 And in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Machakos University, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 Machakos University will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders Machakos University 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.
- 2.19.2 Any effort by the tenderer to influence the Machakos University in the Machakos University tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 Machakos University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is

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

2.20.3 Machakos University may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Machakos University will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Machakos University determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to single currency

2.21.1 Where other currencies are used, Machakos University will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 Machakos University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 Machakos University evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

- (b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

(a) Operational Plan

- (i) Machakos University requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than Machakos University required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

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

2.23. Contacting Machakos University

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

2.23.2 Any effort by a tenderer to influence Machakos University in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Machakos University will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest

evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as Machakos University deems necessary and appropriate

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Machakos University will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.26. Machakos University Right to accept or Reject any or all Tenders.

2.26.1 Machakos University 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 Machakos University. If Machakos

University determines that none of the tenders is responsive, Machakos University shall notify each tenderer who submitted a tender.

2.26.2 Machakos University 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.

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

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and Machakos University pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 Machakos University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as Machakos University notifies the successful tenderer that its tender has been accepted, the Machakos University will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Machakos University.

2.28.3 The contract will be definitive upon its signature by the two parties.

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

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to Machakos University.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Machakos University may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 Machakos University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 Machakos University 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
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the Machakos University in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. Machakos University should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the

procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.

3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>Indicate eligible tenderers: this is an Open Tender for all qualified Tenderers</i>
2.15.2 (b)	<i>State day, date and time of tender closing:</i> <i>Wednesday, 16th October 2019 at 10.00 am at 10.00 am</i>
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>

2.12.1	The bid bond should be 2% of the tender sum
2.13.1	Validity of Tenders: Tenders shall remain valid for 120 days after date of Tender Opening
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Office and will be signed for as required.

(Complete as necessary)

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between Machakos University and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to Machakos University under the Contract.
- (d) “Machakos University” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without Machakos University prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Machakos University in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without Machakos University prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

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

3.5. Patent Rights

3.5.1 The Contractor shall indemnify Machakos University against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Machakos University the performance security where applicable in the amount specified in SCC

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Machakos University and shall be in the form of:

- a) Cash.
- b) A bank guarantee.

- c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Machakos University and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by Machakos University in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by Machakos University, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in Machakos University request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by Machakos University within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with Machakos University prior written consent.

3.11. Termination for Default

3.11. Machakos University may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Machakos University.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of Machakos University has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event Machakos University terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Machakos University for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 Machakos University may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Machakos University.

3.13. Termination for Convenience

3.13.1 Machakos University by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its

convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

- 3.13.2 For the remaining part of the contract after termination Machakos University may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 Machakos University and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

- 3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and

confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist Machakos University in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of Machakos University and the security services required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific security services required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	10%
3.7 Delivery of Services	Contract period of one (1) year
3.8 Payment	Payments shall be made on a monthly basis once the service has been certified
3.9 Price adjustment	No Price adjustments shall be allowed within the contract period.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Machakos University P.O Box 136-90100 Machakos
Other's as necessary	

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

Machakos University wishes to engage a Security Firm which must meet the following conditions: -

4.1. Conditions to be met by the Security firm

- 4.1.1 Registration as a member of private Security provider i.e. KSIA or PSIA – Attach a copy of the current certificate.
- 4.1.2 Must have been registered and in operation for at least five (5) years
- 4.1.3 Must attach **recommendation letters** from at least three (3) reputable clients.
- 4.1.4 Must submit copies of the current documents as following;
 - (a) PIN Certificate
 - (b) Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
- 4.1.5 Must be complying with the requirements of the Employment Act in remuneration and compensation. **(Attach evidence of current pay slips)**
- 4.1.6 Must be having the requisite Insurance covers i.e. Professional indemnity Insurance cover and Workman's compensation cover

(Attach copies of the current covers)

- 4.1.7 Must be having a turnover of at least 10 million (Attach Audited Accounts for the last three (3) years (2016, 2017 and 2018 FYs)
- 4.1.8 Must be having a valid Communication Authority of Kenya (CAK) Radio Frequency License (Attach copy)
- 4.1.9 Must be having guards well trained in security management as well as first Aid (Attach Evidence of training and the Curriculum)
- 4.1.10 Must have a minimum fleet of Three vehicles (Attach copies of Log books)
- 4.1.12 Must give a detailed summary of the management staff qualifications and experience ***(Attach copies of their signed CVs and Certified copies of their Academic Certificates.)***

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by Machakos University and shall cover, at the minimum, a description of the security services provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 DESCRIPTION OF SERVICES

SCOPE OF WORK/TERMS OF REFERENCE

The successful tenderer/bidder shall be expected to perform the following tasks:

1. Provide University premises and other installations with protective safety of human life and security of property services conducive for all the University aspects of its operations.
2. Provide efficient safety and security services to the university staff, property, information, clients, and visitors within the university against internal and external threats, sabotage, burglary, theft, fraud, fire and damage.
3. The guards/guardettes deployed should ensure effective safety and security coverage at their respective assignments.
4. The guards/guardettes should always carryout thorough checks on all items entering and leaving the premises and other operational areas to prevent any losses of the university valuable assets.
5. During the hand over/take over process at their respective assignments the guards/guardettes shall sign each other's guard books to be endorsed by Supervisor on duty.
6. The Supervisors should upon takeover of duties ensure that they review the personnel under them to ensure that they have complied with the dress

- code, alertness, welfare and are sober enough to take up their respective assignments.
7. Provide security personnel who will ensure timely preparedness, preemptive counter and post incident measures to guarantee safety of human life and security of property within the university premises.
 8. The Supervisor should sign the Guard book while the guard/guardette should sign the supervisor's check list as part of management control system. This provides an audit and inspection in the event that there is an incident leading to an insurance claim, as this will serve as supporting evidence.
 9. The Supervisor shall ensure that the guards/guardettes effectively maintain the security registers at their respective assignments and make them available for the Machakos University Security Officer's review on daily basis.
 10. Have in place radio communication equipment i.e. VHF, HF Radios and their accompanying handsets and routine back up patrol vehicles and motorcycles with good communication skills and good public relations and capable of using communication radios and telephone facilities.
 11. The company's management will perform supervisory services in liaison with the Machakos University Security Officer of their guards on duty at the various deployment locations at least twice per shift for both day and night shifts.

RESPONSIBILITY

Machakos University Security Officer shall be responsible for the overall day to day command and control of all safety and security related matters.

DISCIPLINE

The security firm shall ensure that the guards, guardettes/supervisors engaged in the performance of security services exhibit a high standard of discipline that will guarantee continuity of smooth flow of services within the University premises.

INSURANCE

The security company shall insure its security personnel engaged in the performance of this agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to an act of neglect or default of University, its servants or agents, the security agent shall indemnify University against actions, claims and demands

in respect of such injury. The security company shall be required by the University to avail the insurance policy premiums copies thereof as of proof their authenticity.

LIABILITY

In the event of loss or damage to Machakos University property affecting, information, clients, and Visitors within the University in terms of burglary, theft, fraud, arson proven to be caused by a security guard/guardette, the Security firm remains liable and shall pay for damages as calculated. The affected guard/guardette will thereafter be withdrawn from the Machakos University premises and replaced.

DURATION OF THE CONTRACT

The contract will be awarded to the successful tenderer/bidder for a term of one (1) year

The number of security personnel required and their deployment shall be as follows:

1. Supervisor to be stationed at the University

- a. One

2. MACHAKOS UNIVERSITY AND THE HOTEL AND CONFERENCE CENTRE

- a. Day Guards 14
- b. Night Guards 14

INSTRUCTION ON TECHNICAL PROPOSAL

Tenderers/bidders to submit technical proposal arranged in the under listed format.

- 1) Submit a copy of your company's certificate of incorporation/Registration
- 2) Submit a copy of your valid Tax Compliance Certificate-
- 3) Submit a Copy of your valid Trading License.
- 4) Submit a copy of your Valid Communication Authority of Kenya (CAK) Radio Frequency License.

- 5) Submit your current Certified Copy of Registration as a member of private Security provider i.e. KSIA or PSIA.
- 6) Fill and submit the Confidential Business questionnaire (copy attached)
- 7) Submit your company's profile and organogram
- 8) Duly filled form of tender in the format provided.
- 9) Submit a copy of company's Professional indemnity Insurance cover
- 10) Submit a copy of company's workman's compensation cover
- 11) Submit at least 3 CV's of company's professional and key technical staff as proof of competence to carry out the assignment. There shall be **an added advantage** if one of the proposed key personnel is an ex-military, Prison, NYS or ex-police.
- 12) Submit company's' salary structure for your guards which should outline the monthly minimum and maximum monthly salary and allowances which you will offer your guards during the contract period.
- 13) Submit a pay slip indicating wage paid to the lowest graded guard and other benefits which have to be in compliance with the Employment Act set minimum wage guideline.
- 14) State the number of supervisory visits you intend to give to your guards during the day, night and weekends during the contract period.
- 15) State the number of sets of uniforms frequency of issuance inclusive of shoes/boots e.g. annually, when torn or faded and given to your guards.
- 16) State the security aids that you intend to provide your guards with while on duty.
- 17) Specify the regular relievers you intend to provide per every team: day, night and weekend
- 18) State the number of company vehicles owned and attach at least 3 logbooks for the company vehicles.
- 19) Submission of proof of Company's' experience in the provision of security guarding services. The minimum experience must be at least 5 years. Submit at least three recommendation letters from reputable corporate clients, summary of services rendered and contact persons, address and telephone numbers.
- 20) Submit Audited accounts for the last three financial years i.e. 2016, 2017 and 2018
- 21) State company service capacity by attaching a signed declaration of your total number guards/guardettes that your company has at disposal.
- 22) As a post qualification, Machakos University representatives shall visit the premises of the bidders who have met all the mandatory requirements to authenticate the existence of the said mandatory requirements and any other evidence of listed requirements in the post technical evaluation requirements.
- 23) Submit the current training curriculum for the guards/guardettes

The tenderer is expected to complete Part 1 and 3 of this form

Part 1: General Information

Tenderer Name
Postal Address
Telephone (Office).....Mobile.....
Physical Address

EVALUATION CRITERIA

1. PRELIMINARY EVALUATION

Note: Any company that fails to submit all of the mandatory documents will be disqualified at this stage.

S/no.	Description of criteria	Score
	MANDATORY REQUIREMENTS	
1	a) Copy of the certificate of incorporation/Registration b) Copy of a valid Tax Compliance Certificate c) Copy of a valid trade license d) Copy of a valid Radio frequency license from Communication Authority of Kenya (CAK) for radio communication e) Current certified copy of registration as a member of Private Security Association i.e. KSIA or PSIA f) Filled up and signed and stamped Confidential Business questionnaire g) Company's profile and organogram h) Company's Professional indemnity Insurance cover i) Copy of company's workman's compensation cover j) Evidence of compliance with the current Regulations of Wages and Conditions of Employment Act guidelines for Security Sub-Sector Wage Order; k) Submission of the company's' salary structure of your guards outlining the monthly minimum and maximum monthly salary and allowances which you will offer your guards during the	Mandatory

	<p>contract period. (Any bidder who quotes less wage as per the labour act will automatically be disqualified)</p> <ul style="list-style-type: none"> l) Submission of a pay slip indicating wage paid to the lowest graded Guard and other benefits. m) Copies of Logbooks for at least three (3) security vehicles n) Copies of certificates of 3 dog handlers o) Commitment of provision of the following security aids per guard: <ul style="list-style-type: none"> - Metal detectors, hand alarm sensors, modern radio communication gadgets. p) Form of tender properly filled, signed and stamped q) All conditions under section 4.1 (conditions to be met by security firm) r) 2% bid bond under section 2.12.1 	
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S/no.	Description of criteria	Score
	<p>Number of sets of uniform</p> <p>Five (5) sets of uniform- 5 2- 4 sets of uniform – 3 Below Two (2)– 2</p> <p>Frequency of issuance Biannually – 5 Annually – 3 When torn/faded – 2</p> <p>Security aids:</p> <p>a) Stating of additional security aids that you intend to provide your guards with while on duty apart from the mandatory ones (metal detectors, hand alarm sensors, modern radio communication gadget) e.g. Wooden baton, whistle among others. 2 additional security aids and above –5 1 additional security aids - 2</p> <p>Training:</p> <p>b) Provision of training services for security guards/guardettes: (initial training) 4 weeks and above - 5 2 - 4 weeks - 2</p>	<p>5</p> <p>5</p> <p>5</p> <p>5</p>
6	<p>Relievers: Specification of regular relievers you intend to provide per team; day, night 1 reliever provision for day – 2 1 reliever provision for night - 2</p>	4

7	Prove Fleet capacity: Stating of the number of company vehicles owned and attaching at least 5 logbooks (mandatory) for the company vehicles. Fleet of 3 – 10 vehicles - 5 Fleet of 11 - 15 vehicles - 10 Fleet of over 15 vehicles - 15	15
8	Experience: Proof of satisfactory service a) Company's' experience in the provision of security guarding services, the minimum experience must be at least 5 years' experience Additional Years: - Below 5 years' experience - 0 5 - 10 years' experience - 5 Over 10 years' experience - 10 b) Submission of recommendation letters from reputable	10
S/no.	Description of criteria	Score
	corporate clients , summary of services rendered and contact persons, address and telephone numbers 3 points for each additional recommendation letter (above the three mandatory ones) to a maximum of 9 points Below 3 - 0	9
9	Liquidity and stability of firm. Submit your Audited Accounts for the last 2 years Average turnover (KES.11 – 30 million – 5 Average Turnover KES.31-50 million -7 Average turnover above KES. 51Million - 10	10
	TOTAL SCORE	100

Note: Firms that shall meet all the mandatory requirements outlined above and further achieves 70% and above in the technical evaluation shall proceed for Financial Evaluation

The ABOVE criteria will be used in the evaluation of all potential tenderers/bidders. The technical specifications submitted by the bidders shall be evaluated and awarded marks up to a maximum of 100%. Only bidders that

submit all the mandatory documents and further score 70% and above in the technical evaluation shall proceed to the next stage of financial evaluation after a post-technical evaluation. (For ease of evaluation, kindly mark and arrange your documents in the order of the evaluation criteria below).

FINANCIAL EVALUATION CRITERIA

The financial proposal submission will be evaluated to determine if among others:

- a) The price schedule form has been duly filled, signed and rubberstamped by the authorized official.
- b) The arithmetical calculations are correct.
- c) Comparison of tender sum.

AWARD CRITERIA:

The firm that shall meet mandatory requirements outlined above, achieves 70% and above in the detailed technical evaluation and submits the lowest financial bid shall be considered for the award of the tender.

SECTION VI - PRICE SCHEDULE FOR GOODS/SERVICES

Name of tenderer.....

Tender Number: MksU/OT/01/2019-2020

ITEM NO.	DESCRIPTION OF SECURITY SERVICES	UNIT COST (KES.)	MONTHLY COST (KES.)	ANNUAL COST (KES.)
A	1(ONE) SUPERVISOR			
B	SECURITY GUARDS			
1.	Day guards (14)			
2.	Night Guards (14)			
TOTAL				

Signature and stamp of tenderer

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

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Business Questionnaire Form**- This form must be completed by the tenderer and submitted with the tender documents.
3. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
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 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 Machakos University

FORM OF TENDER

To:
MACHAKOS UNIVERSITY
P. O. BOX 136 - 90100
MACHAKOS

Date

Tender No. **MUC/RT/01/2019-2020**

Tender Name ***Provision of Security services***
Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Security Services under this tender in conformity with the said Tender document 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 Insurance Cover Services in accordance with the conditions of the tender.

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

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this _____ day of _____ 2014

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf 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.

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

<p style="text-align: center;">Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises.....</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel 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>																										
	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																									
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship	Shares	1.	2.	3.	4.					
Name	Nationality	Citizenship	Shares																							
1.																							
2.																							
3.																							
4.																							
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship</th> <th>details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship	details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship	details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<p>Date.....Signature of Candidate.....</p>																									

CONTRACT FORM

THIS AGREEMENT made this-----day of -----2016 between **Machakos University** of P.O Box 136-90100 Machakos (hereinafter called “University ”) of the one part and -----[name of tenderer] of-----[city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Machakos University invited tenders for the provision of Security services and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures]
(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written Signed, sealed, delivered by the (Machakos University)

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

LETTER OF AWARD

Machakos University
P. O. Box 130 – 90100,
Machakos

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*) ofdated
the...day of20.....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