

# MURANG'A UNIVERSITY OF TECHNOLOGY



## MURANG'A UNIVERSITY OF TECHNOLOGY

### TENDER DOCUMENT

### PROVISION FOR SECURITY SERVICES WITHIN THE UNIVERSITY

TENDER NO: MUT/ 05/2021-2022

*MURANG'A UNIVERSITY OF TECHNOLOGY*

*P.O Box 75-10200, MURANG'A*

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*April, 2021*

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# MURANG'A UNIVERSITY OF TECHNOLOGY

## SECTION I – INVITATION TO TENDER

### TENDER NO. MUT/05/2021-2022 FOR PROVISION OF SECURITY SERVICE IN THE UNIVERSITY

MUT invites sealed tenders from eligible candidates for provision of Security Services in the University for a period of 12 months with an option of renewal subject to Satisfactory Performance at the discretion of the University.

Interested and eligible candidates may inspect Tender Documents from the University's Department of Procurement at MUT Main campus. Bidders may **download** documents from our website: [www.mut.ac.ke](http://www.mut.ac.ke) or IFMIS Supplier Portal: [www.tender.go.ke](http://www.tender.go.ke) free of charge.

**The Tender Security should be at least 2% of the tender price.**

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (180) days from the closing date of the tender.

Those wishing to register in more than one category will be required to download documents for each category.

**Note:**

- a) Submission of the names shall be continuous and the registration list shall be updated periodically as prescribed in the regulations and the Public Procurement and Asset Disposal Act 2015
- b) Reserved means it is open to women, youth and persons with disability only
- c) Open means; Women, Youth and Persons with disability are eligible to participate
- d) Preference means women youth and persons with disability will be given preference during evaluation

Sealed and duly completed Bids in plain envelopes clearly marked the “**Tender Number/Registration No and Description**” without identifying the Tenderer should be addressed to:

**The Vice Chancellor  
Murang'a University of Technology  
P.O Box 75, 10200  
Murang'a, Kenya**

And be deposited in the Tender Box located at the Administration Block so as to be received on or before **5<sup>th</sup> May 2021 10.00 a.m.** Tender documents will be opened immediately after closing, in presence of Bidders or their representatives who choose to attend the opening session at the **Conference Hall**. Any canvassing will lead to automatic disqualification of the bidder.

**Women, Youth and Persons with Disability who are duly registered and satisfy all the conditions of the Tender and Registration documents are encouraged to apply.**

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## SECTION - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The University employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 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 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 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 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 University shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii) Principal's or manufacturers authorization form where applicable.
  - xiii) Declaration form

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

## **2.4 Clarification of Documents**

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

2.4.2. The 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

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the 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, the University, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the 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**

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

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

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the University within 30 days of receiving the request.

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

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

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## 2.12 Tender Security

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

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

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

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

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority PPRA (Public Procurement Regulatory Authority) as listed below;

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

2.12.5 Unsuccessful tenderers 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 the University.

2.12.6 The successful tenderers 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.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the University on the

Tender Form; or

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

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

**or**

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

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

## 2.13 Validity of Tenders



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2.13.1 Tenders shall remain valid for 180 days or as specified in the invitation to tender after date of tender opening prescribed by the University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the University as nonresponsive.

2.13.2 In exceptional circumstances, the 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14 Format and Signing of Tender

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

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

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

## 2.15 Sealing and Marking of Tenders

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

(a) be addressed to the 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 5<sup>th</sup> May 2021 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, the University will assume no responsibility for the tender's misplacement or

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premature  
opening.

## 2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the University at the address specified under paragraph 2.15.2

2.16.2 The University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the University and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the 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 tender's is received by the University prior to the deadline prescribed for the submission of tenders.

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

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

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

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

2.17.6 The 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.

## 2.18 Opening of Tenders

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

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the 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 shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the University in the 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 The University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The University may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the University will determine the substantial responsiveness of each tender to the tender documents.

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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. The 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 the University and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the 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 The University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

2.22.3 The 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 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The 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 the University required delivery time will be treated as non-responsive and rejected.

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

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

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alternative payment schedule. The University may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

## **2.23. Contacting the University**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the 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 the University in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

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

2.24.2 The determination will take into account the tenderers financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the 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 Tenderers tender, in which event the University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderers capabilities to perform satisfactorily.

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## b) Award Criteria

2.24.3 Subject to paragraph 2.29 the 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.

2.24.4 The 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 there by incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the University action. If the University determines that none of the tenderers is responsive; the University shall notify each tenderer who submitted a tender.

2.24.5 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.

## 2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the University pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderers furnishing of the performance security pursuant to paragraph 31, the University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.26 Signing of Contract

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

2.26.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the University.

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

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## 2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the University, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the University.

2.27.2 Failure of the successful tenderer to comply with the requirement 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 the University may make the award to the next lowest evaluated or call for new tenders.

## 2.27 Corrupt or Fraudulent Practices

2.28.1 The 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.

2.28.1 The 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;

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

## III;-APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

| Instructions to tenderers | Particulars of appendix to instructions to Tenderers   |
|---------------------------|--|
| 2.1                       | Particulars of eligible Tenderers: <b>The tender is open to Security service providers registered in Kenya who have appropriate and valid accreditation and capacity</b> |
| 2.2.2                     | Price to be charged for tender documents. <b>Ksh. 1,000</b> , but free for downloads.  |
| 2.10                      | Particulars of other currencies allowed. <b>None</b>   |
| 2.11                      | Particulars of eligibility and qualifications documents of evidence required.<br><b>Copies of:</b><br>i) <b>Certificate of Registration</b>                              |

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| Instructions to tenderers | Particulars of appendix to instructions to Tenderers   |
|---------------------------|--|
|                           | <b>ii) Certificate of Valid Tax Compliance</b>   |
| 2.12                      | Form of Tender Security: 2% of the Tender Sum  |
| 2.13                      | Validity of Tenders: Tenders Shall remain valid for 180 days after date of Tender Opening.   |
| 2.16.3                    | Bulky Tenders which do not fit in the Tender box shall be delivered to the Procurement office in the University  |
| 2.20.1                    | <p>Tenderers are required to submit copies of the following <b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine commercial responsiveness:</p> <ol style="list-style-type: none"> <li>1) Copy of certificate of Registration/Incorporation under the Companies Act.</li> <li>2) A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority.</li> <li>3) Tender Form duly Completed, Signed and Stamped by the Tenderer in the format provided with tender validity of 180 days.</li> <li>4) Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided.</li> <li>5) Must submit a dully filled up Confidential Business Questionnaire in format provided</li> <li>6) Must attaché a bid bond/tender security of 2% of the tender sum from a reputable commercial bank/insurance company in Kenya valid for 180 days from the date of tender opening.</li> <li>7) Must submit copies of Audited accounts for the last 3 years (2017, 2018 &amp; 2019) with a turnover of not less than Ksh. 5,000,000.</li> <li>8) Must have a valid compliance certificate from NSSF AND evidence (Payroll) of remittance of Employee NSSF Contributions for the last three Months (January, February &amp; March 2021) certified by issue Authority.</li> <li>9) Must have a valid Compliance certificate from NHIF AND evidence (Payroll) of remittance of Employee NHIF Contributions for the last three Months (January, February &amp; March 2021) certified by issuing authority.</li> <li>10) Provide evidence of / Confirm manpower capacity of not less than 100 guards in Permanent Employment</li> <li>11) Provide evidence of patrol vehicles (minimum 5 No. registered in own company names)</li> <li>12) Provide current evidence of being networked to Kenya Police</li> <li>13) Provide evidence of a certified valid frequency license from Communication Authority of Kenya (CAK) which must include both</li> </ol> |



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| Instructions to tenderers | Particulars of appendix to instructions to Tenderers   |
|---------------------------|--|
|                           | <p>VHFF and HF Frequency NB: Receipts will not be accepted.</p> <p>14) Be WIBA compliant – Provide a Certified copy of Policy as evidence.</p> <p>15) Provide certified copy of Group Personal Accident Insurance Cover for Employees</p> <p>16) Provide Proof/Evidence of availability of training facility. Provide certificate of registration of training programme and trainers from NITA (Attach copies of certificates of approved training and trainers).</p> <p>17) Provide a certified copy of valid contractual liability Insurance Policy of Ksh 35,000,000.00 and above.</p> <p>18) Provide certified copy of Fidelity Guarantee Insurance Cover. These are liabilities covered by crime insurance;</p> <ul style="list-style-type: none"> <li>• Money and security coverage pays for money and securities caused burglary, robbery, theft, disappearance and destruction.</li> <li>• Employee dishonesty coverage pays for losses caused by dishonest acts of your employees, such as embezzlement and theft.</li> </ul> <p>19) Submit valid Membership Certificate with PSIA and PSRA.</p> <p>20) Letter of Authority from the bidder to seek enquiries from the Bank, NHIF, NSSF, CA and any other in regard to this tender.</p> <p>21) Current Letter of Compliance issued by Ministry of Labour and showing Compliance to labour requirements and in particular compliance to minimum wage.</p> <p>22) Must sequentially serialize all pages of the submitted bid document failure shall lead to automatic disqualification(From Page 1 to the last page)</p> <p><b>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</b></p> |
| 2.21 (a)                  | Particulars of post – qualification if applicable. The University may inspect the premises and confirm details provided above  |
| Other's as necessary      | Complete as necessary. None  |

## SECTION IV; GENERAL CONDITIONS OF CONTRACT

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- 3.17 Applicable law
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# MURANG'A UNIVERSITY OF TECHNOLOGY

## SECTION – 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 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 contractor including materials and incidentals which the tenderer is required to provide to the University under the Contract.
- d) “The University entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### 3.2 Application

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

### 3.3 Standards

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

### 3.5 Patent Right's

The tenderer shall indemnify the 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

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

# MURANG'A UNIVERSITY OF TECHNOLOGY

- 3.6.2 The proceeds of the performance security shall be payable to the 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 the 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 University and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

## **3.7 Inspections and Tests**

- 3.7.1 The University or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The University shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the University
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the University may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the University
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **3.8 Payment**

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

## **3.9 Prices**

# MURANG'A UNIVERSITY OF TECHNOLOGY

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

## **3.10 Assignment**

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

## **3.10 Termination for Default**

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

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

In the event the 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 undelivered, and the tenderer shall be liable to the University for any excess costs for such similar services.

## **3.12 Termination of insolvency**

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

## **3.13 Termination for convenience**

3.13.1 The 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 University convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

## **3.14 Resolution of disputes**

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

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

## **3.15 Governing Language**

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

## **3.16 Force Majeure**

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

## **3.17 Applicable Law.**

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

### **Notices**

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

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

# MURANG'A UNIVERSITY OF TECHNOLOGY

## SECTION V - SPECIAL CONDITIONS OF CONTRACT

4.0 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.1 Special conditions of contract with reference to the general conditions of contract.

| General conditions of contract reference | Special conditions of contract   |
|--|--|
| 3.5                                      | Specify performance security : <b>Not Applicable</b>   |
| 3.7                                      | Specify method Payments.<br><br><b>Payments will be made on monthly basis after receipt of invoices and verification by the Contract Implementation Committee</b><br><br><b>The Tender prices or unit costs and shall remain valid and unchanged for the entire contract period. Payments will however be made on the actual number of guards and equipment deployed as will be determined and advised in writing from time to time.</b> |
| 3.8                                      | Specify price adjustments allowed. <b>None</b>   |
| 3.14                                     | Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>   |
| 3.16                                     | Specify applicable law. <b>Laws of Kenya</b>   |
| 3.17                                     | Indicate addresses of both parties.<br><b>Client: Murang'a University of Technology</b><br><b>P.O Box 75-10200</b><br><b>Murang'a</b>  |
|  | Complete as necessary  |

# MURANG'A UNIVERSITY OF TECHNOLOGY

## SECTION VI – SCHEDULE OF REQUIREMENTS

### 1 GENERAL

The University requires Security and Safety Services to protect its premises within the University and residential houses as determined from time to time. Details of the Required Services are provided in section VI – Description of services:-

The contract will be for an initial period of one year renewable for a further one year subject to satisfactory performance. During this period, the successful tenderer will be required to maintain all the required licenses.



# MURANG'A UNIVERSITY OF TECHNOLOGY

## SECTION VI DESCRIPTION /SCOPE OF SERVICES

The Services involves provision of private guarding services to The University (referred to as the Client) by the successful tenderer (referred to as the Contractor) countrywide. The contract entails provision of the following:-

- Guarding Services
- Security Dog and Handler on a temporary basis
- Security Guards on Temporary Assignments
- Staff Escort within station environs
- Provision of portable security equipment i.e. hand held metal detectors, under belly motor vehicle search mirrors.
- lease of intruder alarm equipment where necessary
- Patrol Vehicle

**NB: The number of Guards to be hired will be determined from time to time**

### 1 CONTRACT PERIOD

The Contract period shall be twelve (12) months with possibility of renewal subject to satisfactory performance, at the discretion of the client.

### 2. GUARDS SERVICES

The Contractor shall be expected to provide 24 hours services. The Guards will be expected to work for a maximum of 12 hour shifts.

### 3. CONTRACTOR'S RESPONSIBILITIES

The Contractor Security Guards are to protect and prevent Client's premises against all risks by performing the following tasks/duties:-

1 The Contractor is responsible for safeguarding and protecting the client's personnel, tenants, properties, materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none clients property located at the client's premises.

- This shall include use of CCTV where installed, patrolling premises, site buildings and motor vehicle parking lots by vehicle or by foot as required to provide continuous surveillance.
- While patrolling, check all designated gates, doors and windows and if found unlocked or open notify the shift supervisor and close and lock gates, door and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements

1 To ensure that:-

# MURANG'A UNIVERSITY OF TECHNOLOGY

- All the regulations of the client affecting the security of the property and the property of the Client's tenants are carried out. A copy of the regulations would be given to the winning Contractor together with other contract documents.
  - Any interference to the perimeter protection of the premises is identified as soon as possible and reported to the relevant authorities.
  - Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in client's premises.
  - All visitors and customers to the Client's premises are courteously received, assisted and directed in a manner, which will reflect to the Contractor's credit and client's good image.
- 1 They are to detain any person who is committing or with reasonable cause is suspected to be in act of committing a cognizable offence.
- 1 They are to prevent the occurrence of fires, explosions and other catastrophes by close observation of buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities. Other responsibilities would be:-
- Detect fire and take the right action.
  - Alert the sectional staff particularly the supervisor of the danger at hand.
  - Clear any obstruction to the firefighting equipment.
  - Ensure fire-fighting appliances e.g. fire pumps are functional.
  - Correctly use the right firefighting equipment to extinguish the fire.
  - Raise the fire alarm to initiate an emergency response
  - Participate in periodic fire drills.
- 1 They are expected to pay attention to all water, steam, gas and electrical installation to detect leakage or spillage, breakdown and wastage and to take any immediate action necessary in the interest of safety and security.
- f) They are to ensure the firefighting remain in the designated locations and are not interfered.
- g) Record all persons and vehicles visiting the premises to collect or deliver materials as required and their vehicles to ensure that no Client's property is taken from the premises without relevant authority or entry of suspicious equipment and materials.

# MURANG'A UNIVERSITY OF TECHNOLOGY

- h) Implement the Contractor's right to search of employees, visitors and tenants and their vehicles to ensure that no Client's property is taken from the premises without the relevant authority or entry to suspicious equipment and materials.
- i) Require the production of authorizations on the removal of the Client's property and deal with them in accordance with their practice.
- j) Accept all personal found on the site and maintain a register of lost and found property containing all relevant details such as time, place etc. as required.
- k) Record all occurrences of security interest in a daily occurrence/log book for the information of the security staff, management and other persons concerned.
- l) Shall control personnel and vehicles entry to and from various authorized entrances at Client's premises and ensure no unauthorized persons or vehicles gain access to the premises.
  - This will include enforcement of badge/pass system to identify and control all Clients' employees, visitors and Contractor's to the guarded premises.
  - Regulate vehicle movement, parking of vehicles and storage of motorcycles and bicycles whilst on client's property.
  - Regulate human traffic in the University and ensure that large numbers of customers are accessed to respective service counters in an orderly manner without delay.
- 1 Guard client's premises against terrorism:-
  - Conduct thorough access controls into the Client's premises, screen/search personnel and vehicles using hand held metal detectors and under search mirrors.
  - Detect report or deal with suspicious characters, dangerous equipment and materials.
  - Enforce relevant measures on guard against terrorism.

#### 4. **LIABILITY CONTRACT**

The Contractor shall be responsible for any want of proper care on its part in the selection/employment of employees put on and in charge of offering security and safety services to the Client.

# MURANG'A UNIVERSITY OF TECHNOLOGY

- The Contractor shall be responsible to the Client in the circumstances of any intentional wrongful act committed by the Contractor's Employees(s).
- The Contractor shall be liable for any loss suffered by the Client caused by negligence of the Contractor or the Contractor's employees whilst in action within the course of their employment.
- The Contractor shall state willingness to take responsibility for such and also to take up a liability insurance cover for the loss. Such insurance cover should be placed with Insurance Company acceptable to the Client.

## **Payment:**

Payments for services rendered in a particular month shall be made by the end of the month. Invoices detailed with normal contract charges are to reach the Administration latest on 25<sup>th</sup> day of every month to avoid unnecessary delay in paying process.

Invoices covering charges for temporary assignments agreed to be undertaken and not covered in the contract shall be forwarded with other base contract invoices.

## **1 INDEMNITY**

The Contractor shall indemnify and keep indemnified The Client, its servants and agents against loss, of or damage, of property or bodily injury sustained by its servants or agents or any of them by reason of any act omission or neglect of Contractor its servants or agents whilst performing their duties under this Agreement **AND** against the dishonesty of its Security Officers whilst performing their duties hereunder **AND THIS** shall include any loss, damage, injury or any consequential or indirect loss sustained by the Client, its servants or agents or third party lawfully on the premises by reason of any act or omission or neglect of the Security company its servants or agents.

The Client agrees to indemnify and to hold the Contractor, its agents and employees harmless against all claims, proceedings, damages, costs, expenses and losses arising as a result of Client's negligence.

## **6. CLAIMS**

Notice of all claims by the University or the Security Company in respect of any loss, damage or injury or consequential or indirect loss, shall be given in writing to the Contractor by the University giving details of such loss, damage or injury of Consequential or indirect loss within twenty one (21) days after the discovery of such damage, loss or injury.

## **7. LOGISTICS**

# MURANG'A UNIVERSITY OF TECHNOLOGY

The Contractor shall make arrangements and be responsible for their own cost for the following:-

- General Transport requirements for all its personnel to and from the premises and
- Accommodation and control operations office for all personnel and operations

## 8. **INSURANCE**

The Contractor shall insure its Security Officers and equipment 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 the act neglect or default of The University, its servant or agents the Contractor will indemnify the Client against all actions claims and demands in respect of such injury.

The Contractor shall if required by the Client avail the policy of Insurance in respect thereof and proof of payment of current premium.

## 9. **SIGN PLATES**

The Contractor shall at its own cost subject to the prior approval thereof provide sign plates indicating that the premises are being guarded by the Contractor and the guard dogs are in use thereat.

## 10. **SECURITY SURVEY**

Tenderers may visit the Client's premises to carry out a survey to facilitate their tendering as flows:

## 11. **GENERAL**

### **Age of the Guards**

Aged between 21 and 45 years old

### **Education**

Form four leavers and above who are able to express themselves in English and Swahili fluently

### **Vetting**

The successful contractor should have thorough knowledge of guards' background and must provide:

- Certificates of good conduct before the guards are posted.
- Curriculum Vitae before engagement of the guards

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# MURANG'A UNIVERSITY OF TECHNOLOGY

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## 12. UNIFORM

Contractor should provide adequate and sufficient protective clothing (uniform), headgear and foot wear to all guards in the Client's premises. These will include (Clubs, Torches and batteries, ID Badges & Whistles and Lanyards)

Uniform must be of specified colour and should always be clean and in good state of repair to commensurate the University's image.

## 13. SECURITY EQUIPMENT

Contractor must give a list of own security equipment to be provided to the guards for use in service improvement and efficiency. This must include own guards monitoring system

Any such equipment must be tabulated clearly to show that they are for free or indicate the rates chargeable separately in the contract cost analysis.

Any security equipment used/provided should be serviceable.

Intruder alarm equipment shall be leased where required.

The successful bidder will be required to provide sign plates as guided by the Security Department

## 14. TRAINING

Guards should have undergone training in primary security procedures, firefighting, and safety, first aid and customer service. Training on anti-terrorism and terrorism awareness is a must. Contractor should indicate whether the guards to receive refresher training/courses to improve their security and safety skills.

## 15. ADEQUATE PERSONNEL

The Contractor should have adequate reserve guards for replacement on unsatisfactory performance, sickness, absence or any other reason.

Guards engaged for services at Client's premises must be those on permanent employment.

## 16. SUPERVISION

The guards should be effectively supervised on 24-hours basis by site contract manager or a qualified supervisor.

## 17. INCIDENT REPORTING

# MURANG'A UNIVERSITY OF TECHNOLOGY

The Contractor should have in place adequate systems for reporting any incidents. Enquiries into incidents and traffic accidents occurring in Client's premises should be reported without delay to the Clients Security manager or his representative. **Required to provide the guards with Guard note books and pens.**

## 18. COMMUNICATIONS

Contractor should ensure own communication links (land line telephone, mobile phones, radios etc.) to the main control room must be reliable and manned 24 hours. The client would provide necessary internal communication connecting security posts where necessary.

Where Clients' telephone will be used to make external calls or mobile destinations, such calls must be officially recorded as will be specified. Bills for calls made on non-official business will not be honored.

Emergency security backup guards should be available within minimum time possible when need arise.

## 19. PROVISION OF STANDARD SERVICE

The Contractor shall provide services to the acceptable standards in the performance of this Agreement AND poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of the University.

Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions impositions of liquidated damages by the University.

If at any time during the performance of this Agreement the Contractor encounters conditions affecting provision of services, the Contractor shall immediately and without any delay notify the Client in writing of the Conditions, their cause and duration and possible duration thereto **AND** as soon as practicable the Client shall evaluate the condition and may at its sole discretion waive the Contractor's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

## 20. NOTICE

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within Seven (7) days of posting or 48 hours if sent by facsimile transmission or by electronic mail or telex.

# MURANG'A UNIVERSITY OF TECHNOLOGY

## 21. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

## 22. LEASE OF EQUIPMENT SERVICE SPECIFICATIONS (WHEN REQUIRED)

| No. | Technical Specifications (Service and other key requirements)   |
|-----|---|
| 1   | The bidder shall install required equipment/System to the University where required.  |
| 2   | The successful bidder for lease of intruder alarm and backup equipment shall supply standard and acceptable equipment recommended by respective security professional Associations  |
| 3   | The successful bidder for lease of intruder alarm and backup equipment shall link the same to a local contract security guarding force and police station.  |
| 4   | Shall have Current membership Certificate of (PSIA) Protective Security Industry Association and (PSRA) Private Security Regulatory Authority   |
| 5   | <b>The Automatic Intruder alarm system will be supplied complete with the following minimum requirements (if required by the client)</b>  |
|     | -Bidder shall provide manufacturer's Authorization for the equipment to be installed  |
|     | -Must be a modern equipment which is scalable(indicate year of commissioning)   |
|     | -Bidder shall undertake to carry out regular servicing of the equipment to be installed and provide proof of the same   |
|     | -Provide a minimum of three key pads for arming/disarming and to cover a minimum of three zones in the protected facility   |
|     | -Bidder shall test , commission the equipment and provide Certificate as a proof of the same  |
| 6   | Bidder shall be required to make presentation and facilitate a site visit where the modern equipment has been installed where applicable  |
| 7   | Bidder shall update and maintain equipment/systems  |
| 8   | The successful bidder shall appoint/assign skilled equipment installation and maintenance personnel with high integrity.  |
| 9   | Bidders with evidence of compliance with Quality management standards i.e. ISO certification or are in the process of being certified have an added advantage. <ul style="list-style-type: none"> <li>• State whether Certified.</li> <li>• In process of being certified.</li> </ul> |



## MURANG'A UNIVERSITY OF TECHNOLOGY

\*The above items shall not be included in the price schedule. It's only for technical advice

# **MURANG'A UNIVERSITY COLLEGE**

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## **SECTION VII - 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. **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-**When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.**(at least 2 % of the tender Price)**
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 UNIVERSITY.
7. **Evaluation Summary –**These forms are intended to assist Tenderers respond to the tender. They should be completed as appropriate. The technical evaluation response form will be used for technical evaluation.
8. **Tenderers Experience Requirement Form -**This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.

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# MURANG'A UNIVERSITY OF TECHNOLOGY

## FORM OF TENDER

Date \_\_\_\_\_  
Tender No. MUT/SECURITY/06/2021-2022

To. THE VICE CHANCELLOR  
MURANG'A UNIVERSITY OF TECHNOLOGY  
P.O Box 75-10200  
MURANG'A

Sir/Madam

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide **Security & Safety Services** in conformity with the said Tender documents for the sum of [ **A S P E R P R I C E S C H E D U L E**] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.  
*(Name)*

\_\_\_\_\_  
*[signature]* \_\_\_\_\_ *[in the capacity of]*  
Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

# MURANG'A UNIVERSITY OF TECHNOLOGY

## PRICE SCHEDULE OF SERVICES

Name of Tenderer; PROVISION OF SECURITY SERVICES

Tender Number; MUT/SECURITY/ 05/2021-2022

## PROVISION OF GUARDING SERVICES

*THE TENDERER SHOULD INDICATE THE MONTHLY UNIT COSTS THAT ARE NECESSARY TO MEET THE REQUIREMENTS OF THE UNIVERSITY. THE PRICE QUOTATION SHALL INCLUDE INTER ALIA DIRECT AND INDIRECT WAGES, OVERHEADS, COST OF TRANSPORT, COST OF MATERIALS, VAT AND ALL OTHER APPLICABLE TAXES.*

*THE COSTS INDICATED ARE UNIT MONTHLY RATES. PAYMENTS WILL HOWEVER BE BASED ON THE ACTUAL NUMBER OF GUARDS AND EQUIPMENT DEPLOYED AS WILL BE ADVISED FROM TIME TO TIME*

| No    |   |                   |                     |              |
|-------|---|-------------------|---------------------|--------------|
|       | Description of Standard Services/required Items                       | Required Quantity | MONTHLY RATES (Ksh) | TOTAL (Ksh.) |
| 1     | Day Guard per Month   | 32 Guards         |                     |              |
|       | Night Guard Per Month   | 29 Guards         |                     |              |
| 2     | Hand Held Metal Detector  | 10 pcs            |                     |              |
| 3     | One security patrol car/alarm rapid response                          | 1 Pc              |                     |              |
| 4     | Underbelly Vehicle Search Mirror                                      | 3 Pcs             |                     |              |
| 5     | Thermo Guns (function for checking Temperature at the point of entry) | 8 Pcs             |                     |              |
| Total |   |                   |                     |              |

Note: The Patrol Vehicle must be serviceable

## LEASE OF OTHER EQUIPMENT& PROVISION OF OTHER SERVICES

The tenderer shall on a separate sheet of paper.

- (1) Indicate the costs of leasing other equipment they find necessary to include in the contract. Examples include Metal detector equipment, Car inspection mirror. Bags/parcels scanner, alarm equipment, Intrusion detector, panic buttons, and walk through metal detector.
- (2) Indicate cost of special duty for guards i.e. hiring of guard on a temporary basis on “as and when required basis. Give daily and hourly rates.
- (3) Indicate cost of Dogs and Dog handling services. Give monthly, daily and hourly rates.

**Tenderers that do not include these costs may be disqualified.**

Signature of tenderer

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

# MURANG'A UNIVERSITY OF TECHNOLOGY

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_day of \_\_\_20\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called "the University 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 University 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 University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the University to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The University 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 University entity)

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

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

# MURANG'A UNIVERSITY OF TECHNOLOGY

## 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>Part 1 General</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> |
|--|

|           | Part 2 (a) – Sole Proprietor  |                     |             |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
|-----------|---|---------------------|-------------|---------------------|--------|---------|-------|-------|-------|---------|-------|-------|-------|---------|-------|-------|-------|---------|-------|-------|-------|
|           | Your name in full.....Age.....<br>Nationality.....Country of Origin.....<br>Citizenship details<br>.....  |                     |             |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
|           | Part 2 (b) – Partnership  |                     |             |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
|           | Given details of partners as follows<br><table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 20%;">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 details | Shares | 1. .... | ..... | ..... | ..... | 2. .... | ..... | ..... | ..... | 3. .... | ..... | ..... | ..... | 4. .... | ..... | ..... | ..... |
| Name      | Nationality   | Citizenship details | Shares      |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
| 1. ....   | .....   | .....               | .....       |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
| 2. ....   | .....   | .....               | .....       |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
| 3. ....   | .....   | .....               | .....       |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
| 4. ....   | .....   | .....               | .....       |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
|           | Part 2 (c) – Registered Company   |                     |             |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
|           | Private or Public<br>State the nominal and issued capital of company<br>Nominal Kshs.<br>Issued Kshs.<br>Given details of all directors as follows<br><table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 20%;">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 details | Shares | 1. .... | ..... | ..... | ..... | 2. .... | ..... | ..... | ..... | 3. .... | ..... | ..... | ..... | 4. .... | ..... | ..... | ..... |
| Name      | Nationality   | Citizenship details | Shares      |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
| 1. ....   | .....   | .....               | .....       |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
| 2. ....   | .....   | .....               | .....       |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
| 3. ....   | .....   | .....               | .....       |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
| 4. ....   | .....   | .....               | .....       |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
| Date..... | Signature of Candidate.....   |                     |             |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |



# MURANG'A UNIVERSITY OF TECHNOLOGY

## 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 University entity](hereinafter called "the Bank")are bound unto.....[name of University entity](hereinafter called "the University entity") in the sum of .....for which payment well and truly to be made to the said University, 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 University 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 University up to the above amount upon receipt of its first written demand, without the University having to substantiate its demand, provided that in its demand the University will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the 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)*

**MURANG'A UNIVERSITY OF TECHNOLOGY**  
**PERFORMANCE BANK/INSURANCE COMPANY GUARANTEE (Unconditional)**

To: .....

[Name of the University 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)**

# MURANG'A UNIVERSITY OF TECHNOLOGY

## **BIDDER'S EXPERIENCE REQUIREMENTS FORM**

Tenderers are required to submit details of at least five (5 No.) reputable Clients excluding The University for whom they have handled security business. Please provide reference letters from the clients showing the Monthly contract amounts and the contact address and person The University reserves the right to verify information provided. The reference letters must be in the organisations letterheads.

| No. | Contact Information               | Details |
|-----|-----------------------------------|---------|
| 1   | Name of company                   |         |
|     | Name of contact person            |         |
|     | Designation                       |         |
|     | Telephone number                  |         |
|     | e-mail address                    |         |
|     | Contract Amount per Month (Kshs.) |         |
| 2   | Name of company                   |         |
|     | Name of contact person            |         |
|     | Designation                       |         |
|     | Telephone number                  |         |
|     | e-mail address                    |         |
|     | Contract Amount per Month (Kshs.) |         |
| 3   | Name of company                   |         |
|     | Name of contact person            |         |
|     | Designation                       |         |
|     | Telephone number                  |         |
|     | e-mail address                    |         |
|     | Contract Amount per Month (Kshs.) |         |
| 4   | Name of company                   |         |
|     | Name of contact person            |         |
|     | Designation                       |         |
|     | Telephone number                  |         |
|     | e-mail address                    |         |
|     | Contract Amount per Month (Kshs.) |         |
| 5   | Name of company                   |         |
|     | Name of contact person            |         |
|     | Designation                       |         |
|     | Telephone number                  |         |
|     | e-mail address                    |         |
|     | Contract Amount per Month (Kshs.) |         |

# MURANG'A UNIVERSITY OF TECHNOLOGY

DETAILS OF LITIGATION OR ARBITRATION PROCEEDINGS IN, WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES (Include other party, cause of dispute and amounts awarded (if any))

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

I certify that the above information is correct.

.....  
Title

.....  
Signature

.....  
Date

# MURANG'A UNIVERSITY OF TECHNOLOGY

## LETTER OF NOTIFICATION OF AWARD

Address of University 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

# MURANG'A UNIVERSITY OF TECHNOLOGY

## 1.0 PRELIMINARY AND TECHNICAL EVALUATION RESPONSE FORMS

### 1.1 Preliminary Evaluation Checklist

Tenderers are advised that at this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

| No. | Parameters / Requirements   | Submitted /<br>Not Submitted |
|-----|---|------------------------------|
| 1.  | Copy of certificate of Registration/Incorporation under the Companies Act.  |                              |
| 2.  | A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority.   |                              |
| 3.  | Tender Form duly Completed, Signed and Stamped by the Tenderer in the format provided.  |                              |
| 4.  | Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided.   |                              |
| 5.  | Must submit a dully filled up Confidential Business Questionnaire in format provided  |                              |
| 6.  | Must attaché a bid bond/tender security of 2% of the tender sum from a reputable commercial bank/insurance company in Kenya valid for 180 days from the date of tender opening.                                       |                              |
| 7.  | Must submit copies of Audited accounts for the last 3 years (2017, 2018 & 2019) with a turnover of not less than Ksh. 5,000,000.  |                              |
| 8.  | Must have a valid compliance certificate from NSSF AND evidence (payroll) of remittance of Employee NSSF Contributions for the last three Months (January, February & March 2021) certified by the issuing authority. |                              |
| 9.  | Must have a valid Compliance certificate from NHIF AND evidence (payroll) of remittance of Employee NHIF Contributions for the last three Months (January, February & March 2021) certified by issuing authority.     |                              |
| 10. | Provide evidence of / Confirm manpower capacity of not less than 100 guards in Permanent Employment   |                              |
| 11. | Provide evidence of patrol vehicles (minimum 5 No. registered in own company names)   |                              |
| 12. | Provide current evidence of being networked to Kenya Police   |                              |
| 13. | Provide evidence of a certified valid frequency license from Communication Authority of Kenya (CAK) which must include both VHF and HF Frequency <b>NB:</b> Receipts will not be accepted.                            |                              |
| 14. | Be WIBA compliant – Provide a Certified copy of Policy as evidence.   |                              |
| 15. | Provide certified copy of Group Personal Accident Insurance Cover for Employees   |                              |
| 16. | Provide Proof/Evidence of availability of training facility. Provide certificate of registration of training programme and trainers from NITA (Attach copies of certificates of approved training and                 |                              |

# MURANG'A UNIVERSITY OF TECHNOLOGY

| No. | Parameters / Requirements   | Submitted /<br>Not Submitted |
|-----|---|------------------------------|
|     | trainers).  |                              |
| 17. | Provide a certified copy of valid contractual liability Insurance Policy of Ksh 35,000,000.00 and above.                    |                              |
| 18. | Provide certified copy of Fidelity Guarantee Insurance Cover. These are liabilities covered by crime insurance;             |                              |
| 19. | Money and security coverage pays for money and securities caused burglary, robbery, theft, disappearance and destruction.   |                              |
| 20. | Employee dishonesty coverage pays for losses caused by dishonest acts of your employees, such as embezzlement and theft.    |                              |
| 21. | Submit valid Membership Certificate with PSIA and PSRA.   |                              |
| 22. | Letter of Authority from the bidder to seek enquiries from the Bank, NHIF, NSSF, CA and any other in regard to this tender. |                              |

## 1.2. Technical Evaluation Response Form/Criteria

In this section the tenderer is expected to provide information to enable The University assess their capability. Marks will be awarded as below to arrive at the technical score

| Item | Factor for Consideration  | Marks |
|------|---|-------|
| 1    | <p>Tenderer's experience and Capacity</p> <ul style="list-style-type: none"> <li>➤ Experience in provision of Security Services</li> <li>➤ List of at least five entities where services have been provided</li> <li>➤ Testimonials and reference letters from the clients and LPOs / Contracts for each contract/Award letters</li> </ul> <p><b>4 marks each for sites complete with reference letters and LPOs / Contracts Attached</b></p>   | 20    |
| 2    | <p>Personnel experience and Qualifications</p> <ul style="list-style-type: none"> <li>➤ Provide number of qualified staff currently employed by your firm Please attach your organizational / Company structure</li> </ul> <p>(i) Management Staff – at least two (2 No.)- 1 marks each<br/>                     (ii) Supervisory staff – at least four (4 No.) – 1 Marks each<br/>                     (iii) Other staff – at least eight (8 No.) – 1 mark each</p> <p>Attach CV and certificates</p> <ul style="list-style-type: none"> <li>➤ Attach current organizational structure indicating designations, names and responsibilities of respective office holders</li> </ul> <p><b>- 1 marks</b></p> | 14    |
| 3    | <p>List of Security Equipment / Machines owned by the Company e.g. (attach ownership evidence and photos)</p> <p><b>1 marks each up to a maximum of 10</b></p>  | 10    |

## MURANG'A UNIVERSITY OF TECHNOLOGY

| Item | Factor for Consideration  | Marks        |
|------|---|--------------|
| 4    | <p><b>Financial Strength of the Tenderer</b></p> <p>The Tenderer's Financial Performance based on Certified Audited Financial Statements. The audited financial statements for the last three (3) years (2018, 2019 &amp; 2020) with turnover of Ksh 5,000,000</p> <p>Turnover of below 5 million – 0 marks<br/>           Turnover of between 5 million to 10 million – <b>5 marks</b><br/>           Turnover of between 10 million to 15 million – <b>8 marks</b><br/>           Turnover of between 15million to 25 million – <b>10 marks</b><br/>           Turnover of between 25million to 50 million – <b>13 marks</b><br/>           Turnover of over 50 million – <b>15 marks</b></p> <p>Bankers recommendation letter –<b>2marks</b></p> | 17           |
| 5    | <p>Vehicles either owned or leased (If owned submit copy log books which must be in Company's name and if leased attach copy lease agreement)</p> <p><b>2 marks each for a maximum of 5 vehicles</b></p>  | 10           |
| 6    | <p>Provide relevant documentation to demonstrate that your employees' salaries are as per or above Government Minimum Wage Guidelines (GMWG). Attach Certified Copy of the payroll for permanently employed staff members for the last 3 months</p> <p>KES 2,000/= or above GMWG - <b>5 marks</b><br/>           KES 1,000/= or above GMWG - <b>3 marks</b><br/>           As per GMWG – <b>1 mark</b></p>  | 5            |
| 7    | <p>Mode of paying salaries to Employees</p> <p>Through Banking institutions - Attach a reference letter from your bank used to pay staff salaries – <b>5 marks</b></p> <p>Other mode – State – <b>2 marks</b></p>   | 5            |
| 8    | <p>Certificates of good Conduct – Provide copies of certificates of good conduct for at least 10 Security staff members.</p> <p><b>1mark each up to a maximum of 10 (The staff members must be in the payroll provided)</b></p>   | 10           |
| 9    | <p>Relevant Training program that the employees undergo</p> <p><b>Please provide details and at least 10 certificates</b></p>   | 4            |
| 10   | <p>Membership of a local or Security Services Association or any other association relevant to Security Services in Kenya.(PSIA or PSRA)</p>  | 5            |
|      | <b>TOTAL</b>  | <b>100 %</b> |

The pass mark shall be 70 out of 100 possible marks.