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PROVISION OF SECURITY SERVICES

TENDER NO. CU/OPNT/02/2019-2020

AUGUST 2019

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Introduction

1.1 This Standard Tender Document has been prepared for use by public entities in Kenya

1.2 The following general directions should be observed when using the document.

(a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents 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 the appendix to instructions to tenderers.

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 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 the invitation for expression of interest for which the invitation is issued.

SECTION I: INVITATION TO TENDER

DATE : 8TH AUGUST, 2019
TENDER NO : CU/OPNT/02/2019-2020
TENDER NAME : **PROVISION OF SECURITY SERVICES**

- 1.1 Chuka University invites sealed bids from eligible candidates for Provision of Security Services.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Chuka University, Procurement Department P. O. Box 109-60400 Chuka, situated along Embu – Meru road during normal working hours (8.00 am – 5.00 pm) Monday to Friday.
- 1.3 A complete set of tender documents maybe downloaded from Chuka University website www.chuka.ac.ke or <http://supplier.treasury.go.ke> for free.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Vice Chancellor’s Office, Reception area or be addressed to the Vice Chancellor, Chuka University, P. O. Box 109-60400, Chuka so as to be received on or before **27th August, 2019 at 12.00 Noon.**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Chuka University, Conference Hall.
- 1.7 Bidders must serialize/number all the pages of their bid document and indicate the number of pages submitted failure to which shall lead to disqualification.

Isaac Kimaiyo
Head of Procurement Department
For: Vice Chancellor

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall complete the Supply, Delivery and Installation as specified in the tender document.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tendering pursuant to section 59 of the Public Procurement and Asset Disposal Act, 2015.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity 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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 Chuka 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 2.5 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Form of tender
 - vi) Price schedules
 - vii) Contract form
 - viii) Confidential business questionnaire form
 - ix) Tender security form
 - x) Performance security form
 - xi) Principal's or manufacturers authorization form
 - xii) Declaration form

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

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify Chuka University in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Chuka 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 procuring entity. 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 prospective tenderers who have received the tender documents”
- 2.4.2. Chuka 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 Procuring entity, 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 Procuring entity, 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 Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.1.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12 (if applicable)

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.10.2 Prices may be quoted in USD for Imported items, and converted to Kenya Shillings at the time of payment.

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 Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

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

2.12.3 The tender security is required to protect Chuka 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 a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

b) Bankers Cheque.

c) Such insurance guarantee approved by the Authority.

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

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29.

2.12.8 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by Chuka 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 2.28 **or**
(ii) to furnish performance security in accordance with paragraph 2.29.

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

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **150 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Chuka University as nonresponsive.

2.13.2 In exceptional circumstances, Chuka 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 Chuka 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 **27th August, 2019 at 12.00 Noon.**”

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 2.15.1, Chuka University will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by Chuka University at the address specified under paragraph 2.15.2 no later than

2.16.2 Chuka 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 Chuka 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 Chuka 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 Chuka University prior to the deadline prescribed for the submission of tenders.

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on

the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.5 Chuka 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 Chuka 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

2.18.1 Chuka University will open all tenders in the presence of tenderers' representatives who choose to attend, on **27th August, 2019 at 12.00 Noon** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 Chuka 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 Chuka 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 Chuka University in the procuring entity's 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 Chuka 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 Chuka 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, Chuka 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. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by Chuka 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, Chuka 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 Chuka 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 Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

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

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

Chuka 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 procuring entity's required delivery time will be treated as non-responsive and rejected.

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

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

indicate the reduction in tender price they wish to offer for such alternative payment schedule. Chuka 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 procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Chuka 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 Chuka 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, Chuka 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 tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Chuka 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 Chuka University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

- 2.24.1 Subject to paragraph 2.29 Chuka 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 Chuka 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 procuring entity's action. If Chuka University determines that none of the tenderers is responsive; Chuka 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 Award Criteria

- 2.25.1 Subject to paragraph 2.24.1 Chuka 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. Procuring entity's Right to accept or Reject any or all Tenders

- 2.26.1 Chuka University reserves the right to accept or reject any tender.
- 2.26.2 Chuka 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 is 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, Chuka 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 Chuka University pursuant to clause 2.28. 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 Chuka 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 Chuka University notifies the successful tenderer that its tender has been accepted, Chuka 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 Procuring entity.

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 the Procuring entity.

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 Chuka 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 Chuka 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 Chuka 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

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	Eligible bidders should meet all the mandatory statutory requirements as stated in the tender document.
2.12	Tenderers must provide a bid bond of KES.100, 000 from a reputable commercial bank or Insurance firm approved by PPRA.
2.16.1.	The Tender documents should be submitted to Chuka University Tender Box situated at the Vice Chancellor's office reception area on or before Tuesday 20th June, 2017 at 12.00 Noon

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between Chuka 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 Chuka University under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded 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 Chuka 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 Chuka University the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to Chuka 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 Chuka University and shall be in the form of :

- a) Bankers Cheque.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.

3.6.4 The performance security will be discharged by Chuka 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 Chuka University or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Chuka 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 Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, Chuka 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 Procuring entity.

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

Chuka 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 Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of Chuka University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Chuka 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 Chuka University for any excess costs for such similar services.

3.12 Termination of insolvency

Chuka 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 procuring entity.

3.13 Termination for convenience

- 3.13.1 Chuka 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 Chuka 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 Chuka 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 procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.8.1	<i>Payment to be done on a monthly basis.</i>
3.14	<i>Arbitration to be considered before litigation</i>

SECTION V : TECHNICAL SPECIFICATIONS

SPECIFICATIONS AND SCOPE OF SECURITY GUARDING SERVICES

The objective of the specifications is to provide sufficient information to enable the Tenderer prepare their tenders accurately, especially the Price Schedules, for which a form is prepared.

ITEM	SERVICE SPECIFICATIONS - GUARDING SERVICES
1	Safeguarding and protecting the Chuka University's personnel, tenants, properties; materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none Chuka University's property located at Chuka University's client's premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicle or by foot as required providing continuous surveillance.
2	While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the Administration Officer and close and lock gates, doors and windows. Also turn off unnecessary lights and any running taps or water spillage as well as perform other security related activities necessary to meet overall security and safety requirements. Liaise with relevant service providers for emergency call outs.
3	Ensure that all the regulations of Chuka University affecting the security and Safety of property in guarded premises are carried out.
4	Any interference to the perimeter protection of the premises to be identified and reported to Administration Officer immediately.
5	Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in Chuka University's premises.
6	All visitors and customers to the Chuka University's premises to be courteously received assisted and directed.
7	Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.
8	Shall prevent the occurrence of fires, explosions and other catastrophes by close observation of the buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.
9	Pay attention to all water, steam, gas and electrical installations to detect breakdown and wastage and to take immediate action necessary in the interest

	of safety and security.
10	Ensure that fire-fighting equipment remain in designated locations and are not interfered with. In addition ensure that the right firefighting equipment is used to extinguish fire.
11	Record all vehicles visiting the premises and Issue all parking users with appropriate disc. Verify gate passes issued to visitors.
12	Implement the contractor's right to search employees, visitors and tenants and their vehicles to ensure that no Chuka University's property is taken from the premises without relevant authority or entry of suspicious equipment and materials
13	Ensure that before Chuka University's property is removed authorization is obtained from the relevant authorities.
14	Maintain an occurrence book to record daily occurrences of security interest by management and other persons concerned.
15	Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles and storage of motorcycles and bicycles.
16	Regulate human traffic in all Chuka University's offices and customers' access to respective service counters in an orderly manner without delay.
17	Guard all Chuka University's premises against terrorism by ensuring thorough access controls, Screening and/or searching of personnel and vehicles using own handheld metal detectors and under-search mirrors for key office premises,
18	The bidder shall provide security dogs and handlers in specified Chuka University locations.
19	The successful bidder for guarding services shall be required to send a quick response/backup crew to the client premises at a short notice as and when emergencies occur.
20	The bidder is expected to visit the premises concerned to do a survey and obtain certification from the Administration officer. This officer will certify the visits by signing the respective Bidder's Visit Verification Form.
21	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. i. State whether Certified. ii. Not certified

22	The successful bidders shall be required to install own guards Monitoring system that is semi or fully automated.
23	The successful bidder shall supply guards with high integrity, well uniformed and shall avail guards' salary structure as a proof that personnel are well paid and properly taken care of.
24	The successful bidder shall undertake to conduct integrity awareness of deployed personnel.
25	Successful bidders shall be forwarding weekly, monthly, quarter yearly and annual security reports to the Chuka University's administration officer covering all offices where services are provided.
26	Attach Current membership Certificate of Kenya Security Industry Association (KSIA),
27	Working Hours: Working Hours: Day-shift (06:00 to 18:00-Monday to Sunday, and Public Holidays) and Night-shift (18:00 to 06:00-Monday to Sunday, and Public Holidays).
28	When deploying supervisors, the successful bidder shall do so in consultation with the Chuka University Security Officer.

EVALUATION CRITERIA

Section A. Mandatory Requirements

*Tenderers **MUST** qualify in all the below in order to proceed technical evaluation.*

1. Provide Bid Security of KES. **100,000.00** From a reputable commercial bank or Insurance Company approved by the PPRA.
2. Bid Security must be valid for a period of **180 days** from the date of tender opening
3. Dully filled, signed and stamped form of tender
4. Bidders **must** quote for all the items i.e cost of un-armed day guard,un-armed night guard and appropriate security dogs respectively.
5. Attach copy of Valid Tax Compliance Certificate
6. Attach copy of Single Business Permit
7. Attach copy of Compliance certificate of NSSF
8. Attach copy of Compliance certificate of NHIF
9. Submit recommendation letters from at least two (2) current or previous clients of similar size and scope.
10. Provide evidence of relevant training on security matters (Attach evidence)
11. Bidders **must** serialize/number each page of their bid document and indicate the number of pages submitted failure to which shall lead to disqualification.
12. CV's for the Director and TWO technical staff/ supervisor to be deployed on the ground.*(Kindly issue CV's for the ACTUAL supervisors to be deployed on the ground) Form A(Attach)*
13. Audited Accounts for the last 2 Years.
14. Evidence of Physical address of either of the following copies; Title Deed, Utility bill, Lease agreement, Rent Agreement or any other proof of physical address)
15. Demonstrate capacity to deliver Security Services in terms of motor vehicles, motorcycles, super scanner, metal detectors*(at least one equipment each - Attach list of equipment owned or leased for the proposed service.)*
16. Certificate of good conduct from Criminal Investigation Department of the proposed key supervisors.
17. Membership certificate to Kenya Security Industry Association.
18. Provide proof of compliance with prevailing labour laws in respect of minimum wage, protective clothing, and insurance for workers etc. *(Attach salary scales for guards, picture of guard's uniform etc.) if the salaries do not comply with labour laws the company will be disqualified.*
19. Attach copy of Certificate of Incorporation/Registration *(A company must have been in business for the last one year).*
20. Provide recruitment policy (e.g. minimum academic qualification, recruitment vetting process, daily operation instruction procedure etc) - (Attach evidence).

Section B. Technical Evaluation

Only Bidders who qualify in Section A above (mandatory requirement stage) will proceed to technical evaluation stage.

Section B

No.	Requirement	Max. points	Points Awarded
1	Document Presentation The document should be well bound, logically arranged, neat, serialised and give ample evidence in terms of contents	5	
2	Proof of fleet capacity minimum 2 motor vehicles dedicated to security assignment. (Attach a minimum of 2 copies of log books owned /leased)	4	
	Proof of fleet capacity minimum 2 motor cycles dedicated to security assignment.(Attach a minimum of 2 copies of log books owned /leased)	2	
	Proof of hand held metal detectors minimum 2 scanners dedicated to security assignment. (Attach a minimum of 2 copies of ownership /leased documents)	2	
3.(a)	Personnel competency profiles Qualification and experience of key operations and supervisory staff that will be deployed in the specific areas. Experience of the Staff (Form C) Director Over 5 yrs 3 4 – 3 yrs 2 Below 3 yrs 1	3	
(b)	Technical (male) Over 5 yrs 3 4 – 3 yrs 2 Below 3 yrs 1	3	
(c)	Technical (female) Over 5 yrs 3 4 – 3 yrs 2 Below 3 yrs 1	3	
4	Personnel competency profiles. State your policy on qualification of guards to be deployed indicating the minimum academic qualification and experience <ul style="list-style-type: none"> • Recruitment vetting process • Daily operation instruction procedure 	5 5	
5	Relevant similar projects done with public Institutions (tenders awarded for the past three years (Show Proof- Client's reference) 6 and above projects 15 5 projects 12 4 projects 9 3 projects 6	15	

	2 project 3 0 – 1 project 0		
6	Number of years that the firm has been providing security services (<i>Provide proof</i>) More than 15 years 5 10 – 15 years 4 5 to 10 years 3 2 - 5 years 2 Below 2 years 1	5	
7	Annual turnover of; KES: 1.5 million and above 4 KES: 1.0 - < 1.5 million 3 KES: 0.5 - < 1.0 million 2 KES: 0 - <0.5 million 1 as per the attached audited financial accounts	4	
8	Provide evidence (<i>avail trainees certificate (s) or reference of the trainers</i>) of guards training on the following or any other. Maximum 7 trainings, each 2 marks; Threat identification Emergency /Distress response, rescue or evacuation First Aid Anti-terrorism Investigation and collection of intelligence Communication Skills and report writing Customer Care Arrest and immobilization Any other training relevant to the tender	14	
TOTAL POINTS		70	

i) The above scheme will be applied to determine the highest technically responsive bidders in Part B.

ii) Only bidders who score 49 points and above out of the maximum 70 points will proceed to financial evaluation.

Section C: Financial Evaluation Stage

Only bidders who pass the technical evaluation part B will have their prices evaluated and the lowest bidder will be recommended for award of the tender.

SECTION VI - STANDARD FORMS

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

8.1 FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20

[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

8.2 PRICE SCHEDULE

Item	Description	KES. PER MONTH
	<p>Provision of guards</p> <p>Pricing notes</p> <p><i>The price shall be based on the provision of one day guard and one night guard fully equipped to carry out his/her duties.</i></p> <p><i>The price shall be inclusive of all taxes, levies and other statutory costs.</i></p> <p><i>The costs involved in supervising the guards should be included in the cost of providing a guard.</i></p> <p><i>The minimum number of guards required is sixty.</i></p> <p><i>The total number of guards to be provided may vary from day to day depending on need and perceived security threat.</i></p>	
A	Cost of providing one un-armed day guard per month	
B	Cost of providing one un-armed night guard month	
C	Cost of providing two appropriate security dogs per month	
	NOTE: Bidders must Quote for all the items above (i.e A,B & C).	

8.3 CONTRACT FORM

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

WHEREAS Chuka 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 Chuka University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Chuka University to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Chuka 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 Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

8.4 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 addressTel No.Fax Email</p> <p>.....</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>.....</p>

Branch.....

	Part 2 (a) – Sole Proprietor																									
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																									
	Part 2 (b) – Partnership																									
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">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.																						
	Part 2 (c) – Registered Company																									
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">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.																						
	Date.....Signature of Candidate.....																									

8.5 TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

(hereinafter called "the Tenderer").....

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

Of.....having registered office at

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

[name of procuring entity](hereinafter called "the procuring entity") in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20 _____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by Chuka Universityduring 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 Chuka Universityup to the above amount upon receipt of its first written demand, without Chuka Universityhaving to substantiate its demand, provided that in its demand Chuka Universitywill 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)

8.6 PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____[reference number of the contract] dated _____20____to

supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

8.7 BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with Chuka University a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to Chuka University on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day 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 of20.....

SIGNED
Board Secretary