



# **TECHNICAL UNIVERSITY OF MOMBASA**

**TENDER NO: TUM/T/09/2019-2020**

**PROVISION OF SECURITY SERVICES FOR A PERIOD OF  
TWO (2) YEARS FOR TUM OFFICES AT MOMBASA, KWALE  
AND LAMU CAMPUS**

**CLOSING DATE: WEDNESDAY, 19<sup>TH</sup> FEBRUARY, 2020 AT  
10.00AM**

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# INTRODUCTION

## VISION

A University of Global Excellence in advancing Knowledge, Science and Technology.

## MISSION

To provide Leadership and outstanding programmes by engaging in scholarly reflection, cultivating critical thinking and advancing creative problem-solving skills in the field of Engineering, Sciences, business and related areas that benefit society

## VALUES

The Management, staff and students of the TUM will endeavor to institutionalize, and inculcate values that foster a strong corporate culture that promotes excellence, cohesion and achievement. TUM espouses the following value in the conduct of all its functions:

- 1. Professionalism**
- 2. Equity and Social Justice**
- 3. Efficiency and Efficacy**
- 4. Commitment**
- 5. Service Delivery**
- 6. Team work**
- 7. Creativity and Innovativeness**
- 8. Integrity**
- 9. Environmental sustainability**

## SECTION I - INVITATION TO TENDER

Date 04<sup>TH</sup> FEBRUARY,2020

Tender REF No. (TUM/T/09/2019-2020)

**Tender name:** PROVISION OF SECURITY SERVICES FOR A PERIOD OF TWO (2) YEARS FOR TUM OFFICES AT MOMBASA AND MABOKONI

- 1.1 Technical University of Mombasa invites sealed tenders from eligible candidates for the PROVISION OF SECURITY SERVICES FOR A PERIOD OF TWO (2) YEARS FOR TUM OFFICES AT MOMBASA, KWALE AND LAMU CAMPUSES.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Technical University of Mombasa, Main Campus, P.O. Box 90420 in the Procurement Department during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of Ksh. 1000.00 in cash or Bankers Cheque payable to Technical University of Mombasa for hard copies or downloaded from University website ([www.tum.ac.ke](http://www.tum.ac.ke)) or <http://tenders.go.ke> free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **(120)** days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at **the Administration Block 1<sup>st</sup> Floor** or to be addressed to  
**THE VICE CHANCELLOR**  
**TECHNICAL UNIVERSITY OF MOMBASA**  
**P.O. BOX 90420-80100 Mombasa, KENYA**  
*Should be deposited in the **tender box** located at the Administration Block 1<sup>st</sup> Floor on or before **Wednesday, 19<sup>th</sup> February, 2020 at 10.00am.** **Late bids will not be accepted***

Bulky tenders which do not fit the tender box shall be registered at the Vice Chancellor Office on 1<sup>st</sup> floor of the Administration Block,

- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **Technical University of Mombasa Main Campus**.

**HEAD OF PROCUREMENT  
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 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. Technical University of Mombasa’s 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 Technical University of Mombasato 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** The price to be charged for the tender document shall not exceed Kshs.5,000/=

**2.2.3** Technical University of Mombasa 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
- xiii) 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 Technical University of Mombasain writing or by post, fax or email at the entity's address indicated in the Invitation

for tenders. Technical University of Mombasa 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. Technical University of Mombasa 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 9, 10 and 11 below.

(b) 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;

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

(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.

2.9.4 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 Technical University of Mombasa 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 Technical University of Mombasa'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.

2.12.2 The tender security is required to protect Technical University of Mombasa 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) Cash.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit

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

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

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

2.12.7 The tender security may be forfeited:

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

2.13.1 Tenders shall remain valid for 60 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 Technical University of Mombasa as nonresponsive.

2.13.2 In exceptional circumstances, Technical University of Mombasa 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 Technical University of Mombasa 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 (day, date and time of closing),"

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, Technical University of Mombasa 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 Technical University of Mombasa at the address specified under paragraph 2.15.2 no later than **Wednesday, 19<sup>TH</sup> February, 2020 AT 10.00AM.**

2.16.2 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 2.12.7.

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

2.17.6 Technical University of Mombasa 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 Technical University of Mombasa will open all tenders in the presence of tenderers' representatives who choose to attend, at **Wednesday, 19<sup>TH</sup> February, 2020 AT 10.00AM** 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa in Technical University of Mombasa's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.20 Preliminary Examination and Responsiveness

2.20.1 Technical University of Mombasa 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 Technical University of Mombasa 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, Technical University of Mombasa 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. Technical University of Mombasa'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 Technical University of Mombasa 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, Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa'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 2.23 the following evaluation methods will be applied:

(a) *Operational Plan.*

Technical University of Mombasa 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 Technical University of Mombasa'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. Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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, Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

2.24.3 Subject to paragraph 2.29 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa's action. If Technical University of Mombasa determines that none of the tenderers is responsive; Technical University of Mombasa 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 Procuring entity 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 Technical University of Mombasa 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 Tenderer's furnishing of the performance security pursuant to paragraph 31, Technical University of Mombasa 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 Technical University of Mombasa notifies the successful tenderer that its tender has been accepted, Technical University of Mombasa

will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 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.

2.26.3 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.

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.

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 Technical University of Mombasa may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 Technical University of Mombasa 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.

2.28.2 Technical University of Mombasa 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;

2.28.3 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 THE TENDERERS

### Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist Technical University of Mombasa in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. Technical University of Mombasa should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

## 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
2.1.1	The tender is eligible to all bidders for Provision of Security Services.
2.4	<p>A prospective tenderer requiring any clarification of the tender document may notify TUM in writing (email in PDF format or by facsimile) at the following address: One copy to: - Head of Procurement Department, P.O. Box 80420 – 80100 MOMBASA, KENYA E-mail: <a href="mailto:procurement@tum.ac.ke">procurement@tum.ac.ke</a></p> <p>TUM will respond in writing (e-mail in PDF format) to any request received at least seven (7) days prior to the deadline for the submission of tenders.</p> <p><b>NB: Any request for clarification must be in the firm’s letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered.</b></p>
2.10.1	<p>Prices quoted shall be in Kenya Shillings. <b><u>No correction of arithmetic errors.</u></b></p> <p>The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.</p>
2.12.2	The tenderer <b>shall</b> furnish, as part of its

	<p>tender, a tender security in the amount of <b>Ksh 100,000.00.</b></p> <p>The tender security should be valid for a <b>period of 30days beyond the tender validity period. i.e. 150 days from the date of tender opening.</b></p>
2.13.1	The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected.
2.14.1	The tenderer should submit an Original and one (1) copy of the tender
2.16.1	The Tender Closing date is on Wednesday 19 <sup>th</sup> February, 2020 at 10.00am
2.24	<p>The Procuring Entity's representatives shall visit the lowest evaluated bidder's premises to authenticate all technical requirements.</p> <p>The Procuring Entity shall carry out due diligence on bidder's Performance to authenticate their experiences</p>
Mandatory Requirements.	<p>The evaluation will be evaluated in following stages:</p> <p><b>a) PRELIMINARY EVALUATION STAGE</b></p> <p>Tender Evaluation Criteria Mandatory requirement.</p> <p>NB: Bidders who will not meet the mandatory requirements will be declared non-responsive and their bids will not be evaluated further.</p> <p><b>b) TECHNICAL EVALUATION STAGE</b></p> <p>Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage on the following parameters;</p> <p>i. Technical evaluation (based on scoring) 80Points.</p> <p>ii. All bidders whose bids will be technically responsive shall have their bids evaluated at</p>



	<p>the Financial Evaluation stage.</p> <p><b>c) FINANCIAL EVALUATION STAGE</b></p> <p>The lowest evaluated tender per complete schedule will be recommended for award</p>
2.27.1	The performance security shall be 10% of the contract price in the form of a bank guarantee issued by a reputable local bank.
Mandatory Site Visit	<p><b>There will be a Mandatory site visit to the operational areas as follows;</b></p> <p><b>Mombasa Main Campus:</b> 12<sup>th</sup> February,2020 at 10.am</p> <p><b>Kwale Campus:</b> 11<sup>th</sup> February,2020 at 10a.m</p> <p><b>Lamu Campus:</b> 10<sup>th</sup> February,2020 at 10.a.m</p> <p>NB:</p> <p>i. Tenderers should arrange for their own transport and accommodation during the site visit.</p> <p>ii. Each tenderer shall complete the certificate of tenderers visit for each site and sign the attendance register</p>

A	MANDATORY REQUIREMENTS	POINTS
A1.	Certificate of Incorporation or /Business Registration	YES/NO
A2.	Copy of Valid Tax Compliance from KRA. The tax certificate shall be verified from KRA tax checker.	YES/NO
A3.	Duly filled Form of Tender	YES/NO
A4.	Tender Security of Ksh. 100,000.00	YES/NO
A5.	Duly filled Confidential Business	YES/NO

	Questionnaire		
A6.	Attach Copy of current and valid Certificate of registration as a member of Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA) or equivalent	Attach Copy of current and valid Certificate of registration as a member of Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA) or equivalent	YES/NO
A7.	Attach Contractual liability insurance policy cover of not less than Kshs. 2,000,000/- per year. Bidders MUST attach a valid copy of contractual liability policy document.	Attach Contractual liability insurance policy cover of not less than Kshs. 2,000,000/- per year. Bidders MUST attach a valid copy of contractual liability policy document.	YES/NO
A8.	Attach Valid frequency license (not payment receipts) from <b>Communication Authority of Kenya (CAK).</b>	Attach Valid frequency license (not payment receipts) from Communication Authority of Kenya (CAK).	YES/NO
A9.	Sworn statement		YES/NO
A10.	Mandatory site visit		YES/NO
A11.	A tenderer has submitted a document which is well bound and properly serialized		YES/NO
	<b>At this stage, the tenderer's submission will either be responsive or nonresponsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</b>		
<b>B</b>	<b>TECHNICAL REQUIREMENTS</b>		
<b>B1.</b>	Physical Facilities i.e. offices in TUM operational areas i.e. Mombasa, Kwale and Lamu	Attach copies of title deed, lease certificate or rental agreement for Mombasa, Kwale, Lamu respectively. 1 Point each	3
<b>B2.</b>	Proof of fleet capacity for guards deployment and patrol vehicles ( owned or leased)	Evidence of relevant service equipment used by the security company when discharging their Security functions (attach Logbook copies as applicable) <ul style="list-style-type: none"> <li>i. Motor vehicles - <b>One (1) Point each Max: 4 points</b></li> <li>ii. Motor Cycles - <b>One (1) Point each Max: 3 points</b></li> <li>iii. VHF/Radio communication Equipment</li> </ul>	12

		<p>connected to police network- <b>Max: two (2) points.</b></p> <p>iv. Evidence of operational 24-hour Control room at least one of the Counties manned by competent controllers able to communicate competently in English and Kiswahili. <b>One (1) Point each Max: three (3) points</b></p>	
<b>B3.</b>	Evidence of ownership of guard dogs, vaccination program and must have the dogs for at least two years	<p>Attach evidence of;</p> <p>1) Ownership of maximum five (5) dogs ( ½ mk each)</p> <p>2) Valid Vaccination certificates for the (5) five dogs under the bidders ownership ( ½ mk each)</p>	5
<b>B4.</b>	Evidence of experience in provision of alarm and back up services	Provide necessary evidence for the provision alarm and back up services	3
<b>B5.</b>	Insurance	Insurance policy for employees (attach copy) WIBA	2
<b>B6.</b>	Provide at least five (5) letters of recommendation for provision of security services of similar nature from other reputable institutions other than TUM indicating satisfactory services rendered; within the last 3 years.(Maximum five letters)	<p>i. Provide a list of at least 5 clients where services are offered (1/2 mark each Max 5 points)</p> <p>ii. Evidence of contracts handled in the last five (5) years (attach copy of contract) or other evidence such as LSO - One (1) points for each - Max: five (5) points.</p> <p>iii. Recommendation letters from the Five clients - One (1) points for every letter - Max: five (5) points.</p>	15
<b>B7.</b>	Provide Organizational profile and Organizational Chart showing titles / roles of different persons to be involved in this project (5 points) - should not exceed 2 pages	<p>i. Provide Organizational profile and Organizational Chart showing titles (2.5points)</p> <p>ii. Roles of different</p>	5

		persons to be involved in this project (2.5 points)	
<b>B8.</b>	Provide CV of Operations Manager with 10 years' experience and Certificates in security related field Bachelor's Degree - five (5) points Diploma - Three (3) Points Certificate - Two (2) Point Max: Five (5) points ( <b>less experience prorate</b> )	Provide CV of Operations Manager with 10 years' experience and Certificates in security related field Bachelor's Degree - five (5) points Diploma - Three (3) Points Certificate - Two (2) Point Max: Five (5) points	5
<b>B9.</b>	Provide CV of other 2 key staff with 5 years' experience and Certificates in relevant field (each 5 points) Bachelor's Degree - five (5) points Diploma - Three (3) Points Certificate - Two (2) Point Max: Ten (10) points( <b>less experience prorate</b> )	Provide CV of other 2 key staff with 5 years' experience and Certificates in relevant field (each 5 points) Bachelor's Degree - five (5) points Diploma - Three (3) Points Certificate - Two (2) Point Max: Ten (10) points	10
<b>B10.</b>	State latest dates by which salaries are paid to guards • 1 <sup>st</sup> -5 <sup>th</sup> of every subsequent month • 6 <sup>th</sup> & above	Attach proof of payments for the last 3 months from the financial institution. • 1 <sup>st</sup> -5 <sup>th</sup> of every subsequent month (5mks) • Below 5 days after 5 <sup>th</sup> (2.5 mks) • Above 5 days after 5 <sup>th</sup> (0 mks)	5
<b>B11.</b>	Training	Attach Trainee Certificates for ten (10 No.) Security Guard currently in the firm's employment who have undergone training in the following areas; Threat identification, Emergency / Distress Response, rescue/ Evacuation, First aid, firefighting and customer care, Knowledge in CCTV and Automated Alarm Systems. trained Dogs with medical attention and treatment records. One (1/2) Points Each. Max: 5 points	5
<b>B12.</b>	Attach Proof of compliance with prevailing labour laws in respect to minimum wage (Attach a duly certified valid letter from the Labour office at most 6 months).	Attach Proof of compliance with prevailing labour laws in respect to minimum wage (Attach a duly certified valid letter from the Labour office at most 6 months).	2
<b>B13.</b>	Attach Proof of remittance of statutory NSSF contributions. (Attach current compliance certificate)	Attach Proof of remittance of statutory NSSF contributions. (Attach current compliance certificate)	2

	<b>B14.</b>	Attach Proof of remittance of statutory NHIF contributions. (Attach current compliance certificate).	Attach Proof of remittance of statutory NHIF contributions. (Attach current compliance certificate).	2
	<b>B15.</b>	Financial capability	a) Audited accounts for the last 3 years (2016,2017,2018). <b>Two points (2) each total 6 points</b> b) Capacity to have a cash flow amount of minimum 5,000,000 (Five Million equivalent working). Two points (2) c) Yearly turnover of 50million and above. Two points (2) Max. 2 Points	10
	<b>B16.</b>	Evidence of financial resources (cash in hand, lines of credit, overdraft facility etc.) (Resource documents shall be certified by the respective banks or Commissioner of Oaths).	Evidence of financial resources (cash in hand, lines of credit, overdraft facility etc.) (Resource documents shall be certified by the respective banks or Commissioner of Oaths) i. <b>Above 5 million (10)</b> ii. Below 5Million but greater than 1 Million (5) iii. Below 1 Million (1)	5
	<b>B17.</b>	<b>Credit Period (attach commitment letter)</b> - Over 90 days (5) - Below 90 and above 30 (3) - <b>30 days and below (0)</b>		5
	<b>B18.</b>	<b>Litigation history:</b> Litigation History Disclosure? (Must be Duly signed and stamped by Commission for Oaths) YES (2) /NO (0)		2
	<b>B19.</b>	A tenderer has submitted a document which is well bound and serialized- (2mks)		2
<b>GRAND TOTAL</b>				<b>100</b>

**NB:**

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

### **Stage 3. FINANCIAL EVALUATION**

Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids. Tenderers that score 70 % and above under Technical Evaluation on Capacity to deliver the contract will be ranked and the lowest bidder subjected to due diligence.

### **Stage 4: DUE DILIGENCE**

Due diligence will be conducted for the lowest evaluated bidder. The exercise will involve verification of the tenderer's qualification information submitted in compliance with the mandatory requirements and Technical requirements on capacity to deliver the contract. The feed-back from the firm/clients visited on the quality of the services provided by the respective bidder will be used to assess the bidder's ability to execute the prospective contract. If the respective bidder will be found to have provided false information in regards to the qualifications will be disqualified at this stage. The lowest evaluated bidder will then be recommended for award if after the due diligence the bidder's qualification information provided in the bid document will be validated with the information obtained during the due diligence.

## 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Technical University of Mombasa 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, Technical University of Mombasa 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 Technical University of Mombasa'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 Technical University of Mombasa's prior written consent.

### **3.10 Termination for Default**

Technical University of Mombasa 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 Technical University of Mombasa has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Technical University of Mombasa 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 Technical University of Mombasa for any excess costs for such similar services.

### **3.12 Termination of insolvency**

Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

Technical University of Mombasa'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

### Notes on Special Conditions of Contract

The clauses in this section are intended to assist Technical University of Mombasa in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of Technical University of Mombasa and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## 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.

General conditions of contract reference	Special conditions of contract
3.6	A performance security of 10% of the total contract price in the form of unconditional bank guarantee from a reputable bank will be required from the winning bidder
3.8	Payment shall be made monthly and within thirty (30) days from the date of invoice and upon satisfactory delivery of services
3.9	Price adjustments shall not be allowed for the entire contract period
23.14	In case of a dispute between the purchaser and the supplier and incase of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17	Laws of Kenya
3.18	VICE CHANCELLOR TECHNICAL UNIVERSITY OF MOMBASA P.O. BOX 90420-80100 MOMBASA, KENYA
Other's as necessary	Complete as necessary

## SECTION V - SCHEDULE OF REQUIREMENTS

### TECHNICAL REQUIREMENTS

- i. Adequate fleet of five vehicles for operations and proof of ownership or provide a lease agreement with a reputable car lease firm.
- ii. Office premises
- iii. Well vaccinated security dogs,
- iv. Well established and experienced security firm,
- v. Company's asset and financial statements.
- vi. The firm's policy on maintenance and supervision of guards
- vii. Provision of working tools and licensed radio HF/VHF communication equipment
- viii. Presentable pairs of uniforms (list).
- ix. Back up services and alarm systems
- x. The firm should have adequate staff to be deployed to the assignment and relievers at their own cost.
- xi. The firm should provide valid certificates of good conduct from the Directorate of Criminal Investigations for its staff upon deployment of the guards.

Listed are the number of guards required in each site: -

- i. Security guards per campus on daytime shift and on night shift.
- ii. supervisor per region
- iii. Dog Handler
- iv. Dog

Zones	Locations	No of Guards			Unit Price (Kshs.) inclusive of all taxes per month	Total Price (Kshs.) inclusive of all taxes per month
		Day	Night			
1	Main Campus (Gates, Library, Administration Block, Engineering Bloc. Workshop, Hostels and any other Blocks identified during the site visit)	20	12			
2	Kiziwi Learning Centre	2	2			
3	E-Learning	2	1			
4	Bamakele Hostels	1	1			
5	Hatimi Hostels	1	1			
6	Obote Hostels	1	1			



7	Lamu Cmpus (Main Blocks and Gates)	1	2			
8.	Kwale Campus (Main Blocks, Gates and Hostels)	5	7			
9	Dog Handler		1			
10	Dogs		1			
	<b>Monthly Total</b>					
	<b>GRAND TOTAL CARRIED TO FORM OF TENDER (Annual figure)</b>					

**NB: Site visit is mandatory. Failure to attend shall lead to automatic disqualification**

## SECTION VI DESCRIPTION OF SERVICES

### SERVICE REQUIREMENTS

The successful Bidder will be expected to undertake or demonstrate the following: -

- i. All assignment areas should be manned by required personnel at all times.
- ii. All guards should be in well groomed, in full uniform, properly kitted and presentable while on assignment.
- iii. Guards must report on duty 20 minutes before change over time.
- iv. All vehicles entering and exiting Company premises should have the occupants /items checked and logged in the relevant register before authority to proceed is granted. All company equipment or furniture being removed from premises must be accompanied by duly authorized gate passes whose copy should be retained by the guard.
- v. Provide proof of training for the Guards who must be literate and able to communicate and express themselves verbally and in writing in the national language.
- vi. Guards should exhibit courtesy and handle customers with respect while undertaking their duties.
- vii. Bidder should have capacity to operate radios, alarm systems, access control systems and Close Circuit Televisions systems.
- viii. Provide trained security dogs and dog handlers where required.
- ix. Bidder should have capacity to Provide effective radio communication HF & 42 VHF with an established base station and or suitable electronic communication, deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CAK radio communication licenses
- x. Ability to attend to fire emergency situation/fire prevention, detection and control.
- xi. (k) Have back-up systems in cases of emergencies.
- xii. Ability to Identify and mitigate threats such as attacks, thefts and bombs. (m) Assist in First Aid and evacuation drills.
- xiii. The guards should be able to conduct crowd control.
- xiv. The guards should be able to call police, fire brigade and ambulances in cases of emergencies.
- xv. All persons employed and deployed to TUM must be physically and medically fit to undertake their duties. Relevant Medical Certificates to be produced upon request.
- xvi. All persons employed and deployed to TUM should be of legal age and have Certificates of Good Conduct.
- xvii. All security officers and personnel will be subjected to an effective supervisory arrangement and procedures that TUM will spell out and TUM shall make periodical check/visits and reviews.
- xviii. All guard dogs will be required to have valid vaccination certificates in place.

- xix. The Security Company shall be expected to comply with Environmental Management Coordination Act (EMCA) and Occupational Health & Safety Act (OHSA), Private Security Regulation Act No 13 of 2016 and other statutory regulations or requirements relevant to the provision of private security services.
- xx. The Security Company will conduct regular reviews as prescribed in the Performance Assessment Form of the service.
- xxi. The guards are prohibited from operating any type of equipment, driving of company or staff vehicles within their reach.
- xxii. There will be no extra charges for Saturdays, Sundays and Public Holidays.
- xxiii. Guards are prohibited from sleeping, smoking, using prohibited substances, lighting bonfires, or chatting during working hours.
- xxiv. Guards must not tamper with any apparatus, switches, meters and accessories.
- xxv. Any other instructions issued from time to time.

### **KITTING/EQUIPMENT**

All guards must be fully equipped with the right tools of their trade as follows:

- i. Peak Caps/Berets
- ii. Whistles and Lanyards
- iii. Torches and batteries
- iv. Serviceable military boots
- v. Other security equipment's like electronic metal detectors, undercarriage mirrors, etc.
- vi. Great Coats
- vii. Sweaters
- viii. Clean, presentable Uniforms (Shirt & Trousers) and Tie where applicable at all times while on duty
- ix. Clubs
- x. Identification badges
- xi. Communication equipment's
- xii. Umbrellas and any other protective clothing.
- xiii. A performance Assessment Report form shall be completed by both parties on monthly basis.

## SECTION VII- STANDARD FORMS

### Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to Technical University of Mombasa pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and Technical University of Mombasa in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to Technical University of Mombasa and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## SECTION VI - STANDARD FORMS

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

## FORM OF TENDER

Date \_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* \_\_\_\_\_ *[In the capacity of]*  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## PRICE SCHEDULE OF SERVICES

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ . Page \_\_\_\_ of \_\_\_\_\_ .

Zones	Locations	No of Guards			Unit Price (Kshs.) inclusive of all taxes per month	Total Price (Kshs.) inclusive of all taxes per month
		Day	Night			
1	Main Campus (Gates, Library, Administration Block, Engineering Bloc. Workshop, Hostels and any other Blocks identified during the site visit)	20	12			
2	Kiziwi Learning Centre	2	2			
3	E-Learning	2	1			
4	Bamakele Hostels	1	1			
5	Hatimi Hostels	1	1			
6	Obote Hostels	1	1			
7	Lamu Cmpus (Main Blocks and Gates)	1	2			
8.	Kwale Campus (Main Blocks, Gates and Hostels)	5	7			
9	Dog Handler (Main campus)		1			
10	Dogs (Main campus)		1			
	<b>Monthly Total</b>					
	<b>GRAND TOTAL CARRIED TO FORM OF TENDER (Annual figure)</b>					

Signature of tenderer

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

**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 Technical University of Mombasa 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) Technical University of Mombasa’s Notification of Award.
3. In consideration of the payments to be made by Technical University of Mombasa to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Technical University of Mombasa to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Technical University of Mombasa hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

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



## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

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

	<p><b>Part 2 (a) - Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p><b>Part 2 (b) - Partnership</b></p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">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. ....	.....	.....	.....
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	<p><b>Part 2 (c) - Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">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. ....	.....	.....	.....
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4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

**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 Technical University of Mombasa 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 Technical University of Mombasa up to the above amount upon receipt of its first written demand, without Technical University of Mombasa having to substantiate its demand, provided that in its demand Technical University of Mombasa will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

PERFORMANCE SECURITY FORM

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to

supply.....

[Description services](Hereinafter called "the contract")

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

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

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

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

(Amend accordingly if provided by Insurance Company)

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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]*

**SWORN STATEMENT**

- a) I confirm compliance of all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.
- b) I confirm I have not made and will not make any payment to any person, who can be perceived as an inducement to win this tender.
- c) I confirm that am or any of our sub-contractor(s), has not been debarred from participating in procurement proceedings.

Signed: .....*for and on behalf of the Tenderer*

Date: .....

Official Rubber Stamp: .....

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**  
**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

1.

2.

etc.

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

1.

2.

etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**

**Board Secretary**