



MASENO UNIVERSITY

TENDER NO: MSU/T/022/2016-2017

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND
COMMISSIONING OF CLOSED CIRCUIT
TELEVISION (CCTV) SYSTEM AT MASENO UNIVERSITY**

CLOSING DATE: 23th May, 2017;

TIME: 10.00 A.M

PLACE: UNIVERSITY BOARDROOM, SIRIBA

SPECIAL NOTES

1. The tenderer is required to check the number of pages in the documents and should he find any missing, or duplicate or indistinct, he should inform the Procurement Officer, Maseno University immediately on telephone no. 0722203411 or in writing to: Maseno University , Private Bag, Maseno
2. Should the tenderer be in any doubt about the precise meaning of any item or figure, for any reason whatsoever, he must inform the Procurement Officer in order that the correct meaning may be decided before the date of submission
3. No liability will be admitted nor claim allowed in respect of errors in the tender due to mistakes in the specifications which should have been rectified in the manner described.
4. These notes shall form part of the specification and conditions.
5. **Bidders are strongly advised to carry out pre-visit/survey in Maseno University premises before quoting**

INTRODUCTION

1.1 This tender document for **Supply, Delivery, Installation Testing and Commissioning Closed Circuit Television- CCTV System** has been prepared for use by Maseno University.

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 condition of contract.
- (b) The instructions to the tenderers should remain unchanged. Any necessary amendments to these parts should be made through the Appendix to instructions to tenderers.

1.2 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.

Note: There will be a Mandatory site visits to be held at Maseno University, Main Campus.

SECTION I - INVITATION TO TENDER

Date:

Tender Ref No.

Tender Name.....

1.1 Maseno University invites sealed bids from eligible candidates for supply, delivery, installation testing and commissioning of Closed Circuit Television System

Interested eligible candidates may obtain further information from and inspect the tender documents at Maseno University, Procurement office P.O Box Private Bag Maseno during normal working hours.

1.3A complete set of tender documents may be obtained by interested candidates free of charge from Maseno University website www.maseno.ac.ke or www.supplier.treasury.go.ke

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name and deposited in the Tender Box , at the Administration Block , Maseno University, Main Campus or be addressed to:-

Vice Chancellor
Maseno University
Private Bag,
Maseno

So as to be received on or before Tuesday 16th May, 2017

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

1.6 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend.

For: The Vice Chancellor
Maseno University
Private Bag
Maseno

FORM OF TENDER

Date: Tender No.

To:

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda. Nos.
[insert numbers]. The receipt of which is hereby duly acknowledged, we the undersigned, offer to **supply, deliver, install, test and commission closed circuit television (CCTV) System** 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, **supply, deliver, install, test and commission CCTV** in accordance with the requirements of the tender.

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

4. If our tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to five percent of the contract price for the due performance of the contract, in the form prescribed by Maseno University.

5. This tender, together with your written acceptance thereof and your notification of award, shall constitute a contract, between us. Subject to signing of the contract by the parties

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

TENDER SECURITY FORM

Whereas _____ (*name of tenderer*)
(hereinafter called the tenderer) has submitted its bid dated _____ [*date of submission of bid*] for the **supply, delivery, installation, testing and commissioning of CCTV at Maseno University** (hereinafter called the tender)

KNOW ALL PEOPLE by these presents that WE _____ of _____ [*name of bank*] of _____ [*name of country*], having our registered office at _____ (hereinafter called the bank) are bound unto _____ (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 procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the University up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the MU will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including sixty (60) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made on the day of2017

Between Maseno University of Maseno – Kenya (hereinafter called “the Procuring entity”) of the one part and [Name of tenderer] of [City and country of tenderer] (Hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the **supply, delivery, installation, testing and commissioning of CCTV at Maseno University** and has accepted a tender by the tenderer for the supply of the works in the sum of Kshs _____

_____ [contract price in words in figures] (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements
- (c) the Details of cover
- (d) the General Conditions of Contract
- (e) the Special Conditions of Contract; and the Procuring entity’s Notification of Award

3 In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to **supply, deliver, install, test and commission CCTV at Maseno University** therein in conformity in all respects with the provisions of the Contract.

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

MANUFACTURERS AUTHORIZATION

To: Maseno University, Maseno

WHEREAS _____
(Name of the manufacturer)
Who are established and reputable manufacturers
of _____
(Name and/or description of the goods)

Having factories at _____

Do hereby authorize _____
(Name and address of Agent)

To submit a tender, and subsequently negotiate and sign the Contract with you against tender
No. _____
(Reference of the Tender)

For the above goods manufacturer by us.

We hereby extend our full guarantee and warranty as per the General conditions of Contract
for the goods offered for supply by the firm against this Invitation for Tenders.

(Signature for and on behalf of manufacture)

Note: This letter of authority should be the letterhead of the manufacturer and should be signed
by a competent person.

SECTION II. INSTRUCTION TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	10
2.2 Cost of Tendering.....	10
2.3 Contents of Tender document.....	10
2.4 Clarification of Tender document.....	11
2.5 Amendments of Tender document.....	11
2.6 Language of Tenders.....	11
2.7 Documents Comprising the Tender.....	11
2.8Tender Form.....	12
2.9Tender Prices.....	12
2.10 Tender Currencies.....	12
2.11 Tenderers Eligibility and Qualifications.....	12
2.12 Tender Security.....	12
2.13 Validity of Tenders.....	13
2.14 Format and Signing of Tenders.....	14
2.15 Sealing and Marking of Tenders.....	14
2.16Deadline for Submission of Tenders.....	14
2.17Modification and Withdrawal of Tenders.....	15
2.18Opening of Tenders.....	15
2.19Clarification of Tenders.....	15
2.20 Preliminary Examination.....	16
2.21 Conversion to Single Currency.....	16
Evaluation and Comparison of Tenders.....	16
2.22	2.22
2.23 Contacting the Procuring Entity.....	17
2.24 Post-Qualification.....	17
2.25 Award Criteria.....	18
2.26 Procuring Entity’s Right to Vary Quantities	18
2.27 Procuring Entity’s Right to Accept or Reject any or all Tenders.....	18
2.28Notification of Award.....	18
2.29Signing of Contract.....	19
2.30Performance Security.....	19
2.31 Corrupt or Fraudulent Practices.....	19

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

This Invitation for Tenders is open all tenderers eligible as described in the invitation to tender Tenderers. Successful tenderers shall **supply, deliver, install, test and commission CCTV at Maseno University**

2.1.1 Maseno University employees, committee members, members of council and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.2 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.

2.1.3 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 eligible goods

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and MU will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.3 Contents of Tender Document

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of the cleaning services
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form

(xi) Performance security Form

(xii) Declaration Form

(xiii) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1A Candidate making inquiries of the tender documents may notify the Procuring entity by writing, fax or by email at the procuring entity's address indicated in the Invitation for tenders and shall be followed by a phone call to inform MU of the inquiry and the means it has been sent. The Procuring entity will respond by a call followed by an email or in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the 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 candidates who have received the tender.

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

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

2.5 Amendment of Tender Documents

2.5.1At any time prior to the deadline for submission of tenders, MU, 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.

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

2.5.3In 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 Tenders

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

2.7. Documents Comprising the Tender

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

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

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided and not any other form in any other format other than the one in the tender document.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the 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 Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be (2%) - per cent of the tender price.

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

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

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.
- c) Letter of credit.
- d) Cheque
- e) Cash
- f) GUARANTEE BY a deposit from a microfinance institution, SACCO society, the Youth enterprise development fund or the women enterprise fund

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

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

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

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

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

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

2.14. Format and Signing of Tenders

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

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

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity 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 Tuesday, 16th March 2017 at 1000 HRS

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 and inner envelopes are not sealed and marked as required by paragraph 2.15.2, the Procuring entity 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 the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday, 16th March 2017 at 10.00am**

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity 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 handed to the Procurement Office for safe keep received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

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

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

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

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

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday, 16th March 2017 at 10.00am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tender's

- names,
- tender modifications or withdrawals,
- tender prices,
- discounts if any,
- the presence or absence of requisite Tender Security,
- number of copies submitted,

- and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing or phone call, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity 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 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity 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 the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 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 2.22.3.

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

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

(a) Operational Plan

- (i) The Procuring entity requires that the supply under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender 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

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

2.22.4 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily by carrying out **due diligence**.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity 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 MU will proceed to the next lowest evaluated responsive tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 MU 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 responsive 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 **supply, deliver, install, test and commission the CCTV**
- 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 The Procuring entity 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 the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the MU 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 the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the MU 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 the University notifies the successful tenderer that its tender has been accepted, it will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the 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 14 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 the MU may make the award to the next lowest evaluated responsive tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 MU 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 MU 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.

SECTION III- GENERAL CONDITIONS OF CONTRACT	22
3.1Definitions	22
3.2Application	22
3.3Standards.....	22
3.4Use of Contract Documents and Information.....	22
3.5Patent Rights.....	23
3.6Performance Security.....	23
3.7Delivery of Services and Documents.....	23
3.8Payment.....	24
3.9Prices.....	24
3.10Assignment.....	24
3.11Termination for Default.....	24
3.12Termination for Insolvency.....	25
3.13Termination for Convenience	25
3.14Resolution of Disputes.....	25
3.15Governing Language.....	25
3.16Applicable law	25
3.17Force Majeure.....	25
3.18Notices.....	25

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between the MU 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 **supply, deliver, install, test and commissioning of CCTV** to be provided by the tenderer including any documents, which the tenderer is required to provide to MU under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract which is Maseno University (MU)
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

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

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within fourteen day (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

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

- a) The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of: A bank guarantee.
- b) Such insurance guarantee approved by the Authority.
- c) Letter of credit.
- d) Cheque
- e) Cash
- f) GUARANTEE by a deposit from a microfinance institution, SACCO society, the Youth enterprise development fund or the women enterprise fund

3.6.3 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

3.81.The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.82.Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) Days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1Price charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3Where contract price variation is allowed the variation shall not exceed 15% of the original contract price

3.9.4Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

3.11.1The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

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

3.11.2In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those

un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

SECTION IV- SPECIAL CONDITIONS OF THE CONTRACT

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

Part 1. PRELIMINARY EVALUATION UNDERCLAUSE 22

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

S/N	ITEM DESCRIPTION
1.	Completeness of filling the documents (Tender form)
2.	Submitted bid bond equivalent to 2% of the tender sum
3.	Submitted Copy of valid AGPO Certificate
4.	Submitted Copies of Certificate of incorporation/registration
5.	Submitted valid copies TAX compliance Certificate in the tenderers' name from KRA

NB:

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

Part 2 TECHNICAL EVALUATIONS

S/N	ITEM DESCRIPTION	WEGHTING (POINTS)
1.	Attach copies of Curriculum Vitae and Certificates for professional training in Management or Electrical And Communication Engineering for key staff ; Degree and above. Diploma Certificate None	20 10 5 0
2.	Proof of experience in offering similar services- attach supporting documents e.g. LPOs, contracts, etc. 3 projects 2 projects 1 project 0 projects	15 10 1 0
3.	Evidence of bidder having a registered office (to enable visiting the premises for due diligence and confirmation of documents and details)	15
4.	Proof of company's technical capacity in terms of facility and equipment to be used in installation of the work. (Attach evidence of ownership/lease/hire of equipment and machinery)	20
5.	References from three main and reputable clients (attach reference letters) 3 and above 2 clients 1 client 0 client	30 20 10 0
6.	Provide evidence of registration with CAK	15
	TOTAL	100%

Tenders will proceed to Financial Evaluation stage only if they comply with part 2 above (Technical Evaluation) scores **60 POINTS** and above

1.FINANCIAL EVALUATION OF TECHNICALLY QUALIFIED BIDDERS

There shall be some arithmetic error check before the actual financial evaluation

Financial score shall be computed using the following formula

$$\mathbf{FS= 20 \times FM/F}$$

Where: **FM** is the lowest evaluated priced responsive bid

F is the price of the bid under consideration

TOTAL SCORE

The Total Score = FINANCIAL SCORE + TECHNICAL SCORE. The bidder with the highest total score will be considered for awarded of the Tender.

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements

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

SCHEDULE OF REQUIREMENTS

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

No	Place	Dome camera	Bullet camera	Ptz camera	360 camera	180 camera
	COLLEGE CAMPUS					
a)	Main gate		4	1		
b)	library	19	5			
c)	School of post graduate studies	6	2			
d)	registry	5				
e)	Administration block	14				1
f)	Main mess	12				
g)	Hostels (Kilimanjaro&sunrusu)	27	7			
h)	Procurement offices	9				
i)	Transport department	6	16			
j)	Small gates		3			
	SIRIBA CAMPUS					
k)	Main gate		3			
l)	Faculty of arts deans office	1	2			
m)	Communication and media technology studio	5	1			
n)	Millennium hall 15		1		2	
o)	Millennium hall 2	4			2	
p)	Millennium hall 3		3		1	

q)	School of environmental science A	2				
r)	School of environmental science B	3	2			
s)	Department of sociology		4			
t)	Special unit office	4				
u)	School of public health		4			
v)	Agriculture area	3	4			
w)	French department	3	3			
x)	Biomed and nutrition department	1	3			
y)	School of medicine	2	7			
z)	Aids control department		4			
aa)	Department of health	4				
Ab)	Maintenance department		3			
Ac)	Student mess	8	4			
Ad)	Path way			20		
	VARSDITY PLAZA					
Ae)	Main gate	2		1		
Af)	Escape Route	2				
Ag)	Rear side facing re-insurance plaza	2				
Ah)	Reception		2			
Ai)	Campus Canteen	1				
Aj)	MITC					
Ak)	Rear opposite Willmart	2				
Al)	Front side	2				
	GROUND FLOOR					
Am)	Corridor	1	2			
An)	Student cafeteria		4			
Ao)	Customer care desk		2			
Ap)	Lift section		1			
Aq)	Varsity building stairs		22			
Ar)	Library 1	2				
As)	Library 2	2				
	BASEMENT					
At)	Lift section		1			
Au)	Stores		2			
Av)	Parking			3		
Aw)	Public cafeteria rear side		2			
Ax)	Public cafeteria front		1			
Ay)	Public cafeteria inside		2			
Az)	Main entrance basement	2				
Ba)	Workshop	2				
	APARTMENT WING					
Bb)	Apartment wings stairs	4				
Bc)	Main machine rooms	4				

Bd)	Main kitchen	3				
Be)	Bookshop	1	3			
Bf)	Main parking	2		2		
	TOTAL					

N/B. All cameras shall be connected to one control Centre or Room

2. Details of works and supply of CCT price schedule

No	Description	Qty	Unit Price	Amount (KShs)
1	<p>The CCTV system shall satisfy the following specifications:</p> <p>EMBEDDED 4K NVR</p> <ul style="list-style-type: none"> • Third-party network cameras supported • Up to 8 Megapixels resolution recording • Support 1-ch HDMI, 1-ch VGA, HMDI at up to 4K(3840x2160)resolution • 32-ch network cameras can be connected with 160M/256M incoming bandwidth • Up to 4 SATA interfaces • Support dual-os to ensure high reliability of system running <p>Support various VCA detection alarm and VCA search</p> <ul style="list-style-type: none"> •Support H.265/H.264/MPEG4 video formats 	5		
2	<p>6MP OUTDOOR BULLET CAMERA</p> <ul style="list-style-type: none"> • 1/1.8” Progressive Scan CMOS • 6MP @24fps frame rate • Slow shutter • Digital WDR • 3D DNR • -H: Heater • -S: Audio/Alarm IO • Support 128G on-board storage • AC24V/PoE • IR Range 50m, 80m • IP 66 	85		

4	<p>5 MP NETWORK DOME CAMERA</p> <ul style="list-style-type: none"> • Up to 5 megapixel high resolution • Max. 2560 × 1920@20fps • 2.8 mm/4 mm/6 mm/8 mm/12 mm fixed lens, optional • H.265, H.265+, H.264+, H.264 • 120dB Wide Dynamic Range • 3D Digital Noise Reduction • DC12V &PoE (802.3af) • IR range: up to 30 m • Support on-board storage, up to 128 GB • IP67, IK10 	137		
6	<p>2MP ULTRA-LOW LIGHT SMART PTZ CAMERA</p> <ul style="list-style-type: none"> • 1/1.9" HD CMOS sensor • 2MP(1920*1080) Full HD • 23X Optical Zoom • Ultra-low illumination • 120db True WDR • Smart Tracking Smart Detection • EIS (Electronic Image Stabilization) • Defog • 200m IR distance • Optional wiper(-W) • Hi-PoE / 24VAC power supply <p>IP 66</p>	21		
7	<p>VIDEO MANAGEMENT SOFTWARE</p> <p>Supports up to 10,240 channels for medium to</p>	1		

	<p>large-scale and multiple-site deployment</p> <p>Unified management for <u>Mobile Surveillance</u>, <u>ANPR</u> and Smart Wall modules</p> <p>Supports cross-module alarm for efficient event handling</p> <p>Access permission control for various system users</p> <p>Integrate with Windows Active Directory account as CCTV system user for a coherent, company-wide HR policy</p> <p>Handle instant alarm and search related video evidence efficiently</p> <p>Edge storage, distributed DVR/NVR storage, and unique <u>Central Video Recorder</u> (CVR) available</p> <p>Play back intrusion and line-crossing video footage via VCA search</p> <p>Should be able to provide for intergration of cctv, access control and alarms.</p>			
8	<p>Monitor Flat screen TV 55’’ High resolutions (For control room)</p>	2		
	<p>Monitor Flat screen TV 32’’ High resolutions (For Security Office, VCs Office &)</p>	3		
9	<p>360 5MP PANAROMIC CAMERA</p> <ul style="list-style-type: none"> • 1/1.9" Progressive Scan CMOS • 360° view angle • Up to 2 × 2400 × 3840@25fps • Ultra-low illumination •3D • 36VDC power supply • IP66 <p style="text-align: right;">Operation</p>	5		

10	<p>180 5MP PANAROMIC CAMERA</p> <ul style="list-style-type: none"> • 1/1.8" Progressive Scan CMOS • Panoramic camera • Up to 7.3MP resolution (4096×1800) • 4×5mm fixed lens • Ultra-low light • Digital • Heater & fan optional • IP66 <p style="text-align: right;">WDR</p>	1		
12	<p>HARD DISK DRIVE 4TB SATA surveillance Hard Disc drive</p>	10		
13	<p>24-PORTS 100MBPS UNMANAGED POE SWITCH</p> <p>IEEE 802.3at and IEEE 802.3af Power over Ethernet (PoE) compliant</p> <p>24x10/100Mbps Auto-MDIX PoEports</p> <p>Provides up to 30 watts per PoE port</p> <p>PoE power budget 370W</p> <p>4 KV surge protection for PoE ports</p> <p>IEEE 802.3x flow control support</p> <p>Plug-and-play installation</p> <p>8.8 Gbps switching fabric</p> <p>2.75 MbitsRAM Data Buffer</p> <p>4K MAC address entries</p> <p>Sturdy metal enclosure</p>	5		
14.	<p>CLIENT CPU CPU: Intel® Core™ i7-4790 @3.60GHZ 3.60GHZ RAM:16G Network: GbE network interface card The Graphics Card: NVIDIA® GeForce®GT 960 Hard Disk Type:SATA II hard drive or better Hard Drive Capacity: 240GB for OS and VMS-</p>	5		

	5200 Control Client Os:windows 10 64 bit Windows server: 2008 R2 64 bit Browser: Firefox 36/37/38/39/40 (32-bit)			
15	SERVER CPU CPU: Intel® Xeon®E5-2650v4 105W 2.2GHz/12C RAM: 32GB Network: GbE network interface card Hard Disk Type: SATA-II 7200 RPM Enterprise Class Hard Drives; Enterprise Class Hard Drive for Monitoring : Support 16MB/S Write & 16MB/S Read Hard Drive Capacity:The disk space in which CMS installed should have 80G	2		
	6KVA DOUBLE CONVERSATION UPS Input nominal voltage: 230/220v Voltage range: 10% - 15% Frequency: 50/60Hz Power Walk in:5sec Power output: 6kVA Efficiency AC-AC 100% load: 85% Battery Charging Current: 20A cable of charging 16 No. 200Ah batteries Protection:Circuitbreaker;RFI filter	1		
	3KVA DOUBLE CONVERSATION UPS Input nominal voltage: 230/220v Voltage range: 10% - 15% Frequency: 50/60Hz Power Walk in:5sec Power output: 3kVA Efficiency AC-AC 100% load: 85% Battery Charging Current: 20A cable of charging 16 No. 200Ah batteries Protection: circuit breaker;RFI filter	4		
16	Civil works, Cabling, power supplies, adaptors, RJ connectors, conduits and other ancillaries	lot		
	Setup of control room including network cabinets for nvr stations	lot		
17	Installation of access control and alarm system for control room.	lot		
17	A warranty cover of not less than two (2) years (24 months) from day of acceptance	lot		
18	VMS Software Licence for 5years	lot		
19	Frequency and licensing fee from CAK	lot		

20	Any other item (specify) not included above but necessary for completion of the entire installation	lot		
21	Installation, Testing, Training and commissioning	lot		
	Total Amount in Kshs			

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

Bidders name _____

Stamp and date _____

NB: Bidders are strongly advised to carry out pre-visit/survey to the university premises before quoting.

All cameras shall be connected to one control Centre or Room

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever as applies to your type of business.

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

Part 1: General

Business Name

Location of business premises

Plot No.

Street/Road

Postal Address Code

Tel. Nos.

Fax

Email addresses

Nature of business

Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs.

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.			2.
			3.
			4.
			
5.			

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.			2.
			3.
			4.
			
5.			

Date.....

Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration