



# **MASENO UNIVERSITY**

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**PRIVATE BAG, MASENO**  
**Website: [www.maseno.ac.ke](http://www.maseno.ac.ke)**

**TENDER NO. MSU/T/ 012 /2021-2022**

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**FOR**

**PROVISION OF SECURITY SERVICES**

**AT MASENO UNIVERSITY (MAIN CAMPUS, SIRIBA CAMPUS,  
KISUMU HOTEL, VARSITY PLAZA & ODERO AKANG'O  
CAMPUS)**

**OPEN TO ALL**

**CLOSING DATE: 28<sup>TH</sup> APRIL, 2022**

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## SECTION I - INVITATION TO TENDER

**Tender Invitation Date:**

**14<sup>th</sup> April, 2022**

Tender Name: Provision of Security Services at Maseno University ((**Main Campus, Siriba Campus, Kisumu Hotel, Varsity Plaza & Odera Akang'o Campus**)).

- 1.1 Maseno University invites sealed bids from bidders who are able to demonstrate technical and financial capability for **Provision of Security and Guarding Services (Main Campus, Siriba Campus, Kisumu Hotel, and Varsity Plaza & Odera Akang'o Campus)**.
- 1.2 A complete set of tender document is issued through Open Tendering process to the eligible bidders upon payment of a non-refundable fee of Kshs. 1,000.00 per set of tender document or can be downloaded from the website [www.maseno.ac.ke](http://www.maseno.ac.ke). Bid documents downloaded from the website shall not be paid for.
- 1.3 Prices quoted should be **inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **150 days** from the closing date.
- 1.4 The tenderer shall furnish, as part of its tender, a tender security of **2%** in form of a guarantee from a reputable bank or from an insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for at least **180 days** after the date of tender opening. Firms under special groups (youth, women & PWD) shall ensure the tender securing declaration form is duly filled, signed and stamped.
- 1.5 Bidders shall ensure serialization of pages for each bid submitted including all the attachments.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with tender reference number and description, without indicating the tenderer's name and be deposited in the Tender Box at Reception Office of New Administration Block, **Main Campus** addressed to:

The Vice Chancellor  
Maseno University,  
Private Bag,

**MASENO**

So as to be received ON or BEFORE **Monday, 28<sup>th</sup> April, 2022 at 11.00a.m.** Late bids shall not be accepted or opened.

- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend in the Procurement Boardroom, Main Campus.

Thank you.

**Procurement Officer  
For: Vice Chancellor**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all eligible tenderers where 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 Maseno University employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- 2.1.4 Firms owned by **special groups** are particularly encouraged to apply.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and MSU, 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 be Kshs.1,000.00 for hard copies and free of charge when acquired electronically.
- 2.2.3 Maseno University shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Tender Security Form
- (ix) Performance Security Form

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

## **2.4 Clarification of Tender Documents**

- 2.4.1 A Candidate making inquiries of the tender documents may notify MSU by post, fax or by email at MSU email address indicated in the Invitation for tenders. MSU will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 Maseno University shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of Tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, Maseno University, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Maseno University, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

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

- (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;

## **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 attach the same in the tender document

## **2.9. Tender Prices**

2.9.1 Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings, and shall remain valid for **150 days** from the closing date of the tender.

2.9.2 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.

2.9.3 Prices indicated on the Price Schedule in the tender shall be the cost of the services quoted including VAT and other taxes payable.

2.9.4 Prices quoted by the tenderer in the tender 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.

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings only.

## **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 tenderer's 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 MSU 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 of 2%** in form of a guarantee from a reputable bank or from an insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for at least **180 days** after the date of tender opening. Firms under special groups (Youth, Women & PWD) shall ensure the tender securing declaration form is duly filled, signed and stamped.

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

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

- a) A bank guarantee.
- b) A guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA).

- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. And 2.12.3 shall be rejected by MSU as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
  - (b) In the case of a successful tenderer, if the tenderer fails:
    - (i) To sign the contract in accordance with paragraph 2.29 or
    - (ii) To furnish performance security in accordance with paragraph 2.30.
  - (c) If the tenderer rejects correction of an arithmetic error in the tender

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for **150 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Maseno University as non-responsive.
- 2.13.2 In exceptional circumstances, MSU 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 two copies of each 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 Maseno University at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words “**Do not Open Before 28<sup>th</sup> April 2022 at 11.00am.**”

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, MSU 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 Maseno University at the address specified under paragraph 2.15.2 **not later than 28<sup>th</sup> April 2022 at 11.00am.**

2.16.2 MSU 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 MSU 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 the tender box shall be received in the Procurement Office on or before **28<sup>th</sup> April 2021 at 11.00am.**

## **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 Maseno University prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by 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 shall 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 Maseno University will open all tenders in the presence of tenderers' representatives who choose to attend, at procurement Office boardroom on **28<sup>th</sup> April 2022 at 11.00am**. The tenderers' representatives present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Maseno University, at its discretion, may consider appropriate, will be announced at the opening.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders Maseno University may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence in Maseno University'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 Maseno University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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.
- 2.20.3 Maseno University may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, Maseno University will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. MSU 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 Maseno University and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

- 2.21.1 Prices shall be quoted in Kenya Shillings only.

## **2.22. Evaluation and Comparison of Tenders**

- 2.22.1 Tenderers who fail to meet mandatory requirements will have their bids considered non-responsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.
- 2.22.2 Maseno University will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.22.3 The comparison shall also include all costs as well as duties and taxes payable.
- 2.22.4 The tender evaluation committee shall evaluate the tender within **30 days** from the date of opening the tender.
- 2.22.5 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 Maseno University**

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact Maseno University on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence Maseno University in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## **2.24 Post-qualification**

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

## **2.25 Award Criteria**

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

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

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

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

2.26.1 Maseno University reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Maseno University's action. If Maseno University determines that none of the tenders is responsive, Maseno University shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

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

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

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

## **2.28 Signing of Contract**

- 1.28.1 At the same time as Maseno University notifies the successful tenderer that its tender has been accepted, Maseno University will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Maseno University.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 12.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

- 2.29.1 The successful tenderer shall furnish the **Performance Security equivalent to not more than 10%** of the contract amount before signing a contract and in accordance with the Conditions of Contract, in a form acceptable to Maseno University.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Maseno University may make the award to the next qualifying tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 Maseno University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 Maseno University will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## SECTION III

## - EVALUATION CRITERIA

I. Preliminary/Mandatory Evaluation Criteria

S/No.	Particulars	YES/NO	Remarks
1.	Form of Tender (duly signed and stamped by the tenderer)		
2.	Tender Security (As applicable)		
3.	Valid and up to date Tax Compliance Certificate (KRA)		
4.	Recent Letter of Compliance from Ministry of Labour		
5.	Certificate of Incorporation and/or Change of Name		
6.	Business Questionnaire Form (completed with all the required information and attachments)		
7.	Copy of current Membership Certificate for Kenya Security Industrial Association (KSIA) or Protective Security Industry Industrial Association (PSIA) or PROSAK.		
8.	Valid compliance certificate from NSSF and evidence of remittance of employees NSSF contributions for the last 6 months. (Attach current compliance certificate and proof of monthly payment receipts of NSSF for the last 6 months)		
9.	Attach copy of NHIF Registration Certificate and Valid Certificate of Compliance from NHIF		
10.	Audited Financial Accounts for the Last 3 years (2018/2019, 2019/2020 and 2020/2021) with an annual Turnover of at least 500 million in each of the three 3years Audited accounts provided		
11.	Valid ISO Certification issued by a recognized certifying body. The Firm must be ISO 9001:2015 Certified (Provide certified copies of the ISO Certification and external surveillance Audit reports for the last 3 years by the certifying body)		
12.	Ability to provide alarm and Radio back up services. Provide; copies of Valid Communication Authority (CA) licenses ( <b>NOT PAYMENT RECEIPTS</b> ) for VHF/UHF/ALARMS and at least 20 alarm contracts within the assignment region.		
13.	Ability to Monitor and Maintain CCTV Surveillance and visitor management systems; a. Provide training and authorization certificates for your technical staff and Organization respectively from reputable manufacturers. b. Provide recommendation letters and contracts from at least three reputable corporate organizations of at least Kshs.3, 000.000.00 million where you have provided such services.		
14.	Proof that guards are paid in accordance with the <b>minimum government wage</b> as per Kenya Gazette Notice ( <b>Attach payroll extract of the last six (6) months or latest six (6) months' pay slip of at least three(3) different categories of staff</b> )		
15.	Proof that the security firm submitted documents to <b>showing that the firm is amember of PSRA.</b>		

No.	Requirements	Marks Scheme	Max
1.	Professional Qualification and experience of Key personnel	Certified list of at least five (5) key professional staff and their CVs, copies of certificates and their responsibilities	10
2.	<p>Proof of experience in at least 3 contracts each for firms offering Similar Services: for guarding, alarms and CCTV.</p> <p>Attach Recommendation/Offer letters from 3 companies/ Organizations each for guarding and CCTV served with similar Services over the last 5 years with a monthly invoice of at least <b>Kshs. 3million(3,000,000.00)</b></p>		10
3.	<p>Evidence of security alarm Back up/Response vehicles <b>ONLY</b></p> <p>(Attach copies of Log Books)</p>		5

4.	Evidence of Insurance Covers (certified by the underwriter) 1. Work Benefit Injury Act (WIBA) 2. Contractual liability 3. Group Personal Accidents		5
5	Proof of a stable staff welfare programme, as evidenced by SACCO Membership or Pensions Scheme.	Provide registration contracts with a reputable Sacco Society with your organization.	5
6	Attach ISO compliance certificate 9001:2015 a) Attach organizational chart b) Security Policy c) Work instructions and procedures d) Audit reports for the last 3years	Attach the following documents: <ul style="list-style-type: none"> <li>▪ ISO Certificate 9001:2015</li> <li>▪ Audit report for the last three years</li> <li>▪ ISO documentation that details the following; <ul style="list-style-type: none"> <li>✓ Organizational Chart</li> <li>✓ Security policy</li> <li>✓ Work instructions and procedures</li> </ul> </li> </ul>	15
	<b>TOTAL</b>	<b>Max: 50 points</b>	<b>50</b>

**2.2 Site Based Technical Evaluation**

Bidders will be visited at their nearest operational premises and assessed based on the following particulars. Notice of visit shall be given and all bidders are expected to avail the required particulars upon submission of their tenders.

7.	Evidence of firm premise. Firms <b>MUST</b> have one of their major operation offices in KISUMU region.	- Building facility - Accessibility - Parking Yard	4 Pts. 3 Pts. 3 Pts	<b>15</b>
		- Branding 2pts -Senior Managers 'Offices	<b>3 pts.</b>	
8.	Proof of adequate communication equipment and installations:  Communication Commission of Kenya (CCK) Radio and Alarm License (site evaluation)	- Security Control Room - Power back-up - VHF Portable Radios - VHF Base Station Radio - Qualified Radio Control Staff - Radio Frequency License CCK	- 2 Pts - 2 Pts - 1 Pt - 1 Pt - 2 Pts - 2 Pts	<b>10</b>
9.	Evidence of use of other security gadgets	Visitor Management System (Invoices/Manufacturers authorization  Scanning Machine  UHF Radios	= 4 Pt  = 3Pt  =3 pt	<b>10</b>
10.	Evidence of ability to effectively supervise Personnel while on duty	Supervisory gadgets used Supervisory report Training of the Supervisor	- 4 Pts - 3 Pts - 3 Pts	<b>10</b>
11.	Evidence of ownership of guard Dogs (Attach current Vaccination certificates)	- Guard Dogs - Certificate of vaccination - Dogs Kennels - Competence of dogs master	- 2 Pts - 1 Pts - 1Pts - 1 Pts	<b>5</b>
	<b>TOTAL</b>	<b>Max: 50 points</b>		<b>50</b>

**To qualify to financial evaluation stages bidders are expected to score at least 70% out of maximum possible points at the technical evaluation stage. Stage 3: Financial Stage**

Bids that pass this stage based on the set minimum score will be subjected to Financial Evaluation using the following formula:

Price quoted shall contribute to 100 points of the total score and this shall be evaluated relatively on the basis of lowest quoted price using the formula  $P_c = P_L/P \times 100$  where;  $P_c$  is the allocated score,  $P_L$  is the lowest quoted price of bids passing the technical evaluation and  $P$  is the bidder's price under consideration.

The total score is the sum of the technical evaluation score plus the financial evaluation score.

**Bidders shall be awarded on the basis of combined scores: Technical and Financial. The bidder with the highest combined scores shall be awarded the tender.**



## SECTION IV - SCHEDULE OF REQUIREMENTS (SCOPE OF WORK)

### General Requirements

The successful bidder will be expected and encouraged to:

1. Shall do all such things which are reasonably necessary for or incidental to or connected with the carrying out of its obligations when providing security services.
2. Shall carry out and perform all such duties and exercises all such functions as may be permitted by law and as may be necessary or desirable for the proper conduct of the service.
3. Shall comply with the highest industry standards in carrying out and performing the security services.
4. Shall be liable for any loss suffered by Maseno University caused by the contractor's employees' act of commission or omission. Shall readily compensate the organization within two weeks for any loss due to his/her negligence.
5. Shall ensure that guards deployed at Maseno University facilities are adequately trained, well-disciplined, can read, communicate and write clearly in national languages and have at least obtained O' level certification.
6. Shall provide guards who are physically and mentally fit.
7. Shall issue all security guards deployed to all Maseno University facilities with work instructions (SOPs).
8. Shall install own guards monitoring system that is automated in the identified stations and avail a print-out weekly and/or on need basis as per the schedule of requirements as a package.
9. Shall ensure that guard's clock between assignments on a frequency of 30 minutes.
10. Shall be responsible for safeguarding and protecting Maseno University staff/students, properties, materials and equipment from unauthorized use, loss, theft, trespassing, espionage, and sabotage and also protect any and all non-client's property located at Maseno University premises. This shall include patrolling premises, site buildings and parking lots by foot as required providing continuous surveillance.
11. Shall ensure that any interference to the perimeter protection of the premises is identified and reported to Chief Security Officer immediately.
12. Shall provide adequate serviceable tools of work i.e, Notebooks and pens, spotlight torches and batteries, truncheons, communications equipment (radio/phone), handheld metal detectors and belly scopes.
13. Shall provide proper full uniform that includes but not limited to; blouses/shirts, trousers, Sweater/Pullover, military boots, belts, Whistles and Lanyards, reflective jackets, raincoat, peak cap, truncheon, whistles, belt, Tie where applicable and company branded identification badge.
14. Shall proactively replenish worn out/faded uniforms at all the assignments.
15. Shall provide quality hand gloves at all the barriers and proactively replenish when worn out/faded.
16. Shall submit weekly, monthly, quarterly, and annual security reports to

Maseno University's Chief Security Officer covering all stations where security services are provided.

17. Shall in consultation with the Chief Security Officer conduct Security Risk Assessments in all Maseno University premises and submit a report for the same.
18. Shall send a quick response and backup crew to the Maseno University premises at a short notice as and when emergencies occur.
19. Shall prevent the occurrence of fires, explosions, and other catastrophes by ensuring close observation of the buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe conditions, procedures, or activities.
20. Shall attend to fire emergency/fire prevention, detection, and control.
21. Shall ensure that firefighting equipment always remain at designated locations and are not interfered with.
22. Shall deter the commission of assault, batteries, robberies, rapes, and other violent crimes by deploying well trained and alert security guards to Maseno University's facilities.
23. Shall report incidents involving loss, damage, or injury to Maseno University human and physical assets within 24 hours of occurrence. The report should state the circumstances related to the incident and measures taken.
24. Shall provide guards who are trained on the following areas:
  - i. Anti-terrorism
  - ii. First aid
  - iii. Fire safety
  - iv. Customer care
  - v. Emergency/Distress response, rescue, or evacuation
  - vi. Communication skills and report writing
  - vii. Access control, Biometric access skills
  - viii. Conducting search & arrests
  - ix. Physical fitness/drill/endurance
  - x. Close Protection
  - xi. Incident reporting and record keeping
  - xii. CCTV operation, radio Communication and access control and automated alarm systems.
25. Shall conduct quarterly sensitization on security management, counter terrorism, firefighting and safety-First Aid, integrity, general security, emerging threats and good customer relations to all security guards at Maseno University.
26. Shall ensure that all visitors and customers to the Maseno University premises are courteously received, recorded, assisted, and directed.
27. The guards shall be customer-focused, patient, and polite and always remain professional in the execution of their duties.

28. Guard all Maseno University premises against terrorism by ensuring thorough access controls, Screening and/or searching of personnel and vehicles using own handheld metal detectors and under-search mirrors for key office premises, detect and deal with suspicious characters.
29. Ensure any properties removed from the Maseno University premises have relevant authority, record, and verify gate-passes issued.
30. Shall ensure that no suspicious item and materials is allowed in to Maseno University's premises.
31. Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.
32. Shall provide guards maintain Occurrence Books (OB), vehicles movement registers and other operating instructions. These registers shall be checked, and counter signed by the Chief Security Officer, Campuses security in-charges, or his/her Deputy in case of outstations by 8.00am of every day.
33. Shall provide dully executed daily attendance sheets for all guards as a proof of service.
34. Shall record and control movement motor vehicles entering and leaving the Maseno University premises and control parking.
35. Shall regulate human traffic in all Maseno University stations/ offices and direct customers to respective service officers accordingly.
36. Shall ensure that every guard deployed is relieved and granted off duty at own cost.
37. Shall pay attention to all water, gas and electrical installations and report any breakdown or wastage; and take immediate action necessary in the interest of safety and security.
38. Shall provide a list of all deployed guards which shall include names, I.D number, cell phone number, the location of current residence, and conduct background check on all guards before deployment.
39. Shall immediately communicate to the Chief Security Officer any changes regarding deployment of security guards.
40. Shall ensure that no guard stays for more than six months at the same assignment/station; this is to avoid undue familiarization.
41. Shall provide guards with not less than two years' experience with high integrity, well groomed, in full uniform and presentable while on assignment.
42. Shall pay full salaries for the guards in all assignments on or before 5<sup>th</sup> of every month and provide proof of payment every month during stakeholder's monthly review meetings.
43. Shall at own cost and subject to the prior approval thereof, provide **SIGN PLATES** as required indicating that the premises are guarded by the contractor.
44. Shall ensure that the site security in charges conduct thorough shift handover/takeover at each shift change confirming that critical information and instructions are passed on to the next supervisor and a detailed inventory is conducted on all equipment provided.
45. Shall ensure the supervisors conduct security spot checks four times in every 12 hour's shifts.
46. Shall ensure that guards recognize and act promptly and positively to emergency situations within the area of deployment, recognize and report any threats, risks, or hazard in

and against Maseno University facilities and personnel.

47. Shall adhere to the policies, guidelines and regulations established by Maseno University and the government in technical, administrative, and industrial relations.
48. Shall ensure that guards report on duty 15 minutes before change over time and that they shall not leave place of duty until otherwise relieved or on reasonable course or pursuing a suspect.
49. Shall have adequate reserve guards for replacement on unsatisfactory performance, sickness, absence, or any other reason. Guards deployed at Maseno University premises must be those on permanent employment.
50. Shall provide Security service 7 days a week on a 24-hour basis with the following shifts:
  - i. From 0600 hrs. to 1800 hrs.
  - ii. From 1800 hrs. to 0600 hrs.
51. Shall ensure that guards do not operate any type of Maseno University equipment, drive Maseno University or staff vehicles or any other item without authorization.
52. Shall perform any other duties or functions not specifically outlined or set out herein but which are reasonably identified as falling within the scope and realm of a security officer's responsibilities.

**SCHEDULE OF REQUIREMENTS**

<b>S/NO</b>	<b>LOCATION</b>	<b>SERVICE</b>	<b>QUANTITY</b>
1.	Main Campus	Day Guards & Night Guards	98
2.	Siriba Campus	Day Guards & Night Guards	94
3.	Kisumu Hotel	Day Guards & Night Guards	15
4.	Varsity Plaza	Day Guards & Night Guards	41
5.	Odera Akang'o Campus	Day Guards & Night Guards	9
	<b>TOTAL:</b>		<b>257</b>
	<b>LOCATION</b>	<b>OTHER SERVICES</b>	
6.	Main/Varsity Campus	Supervisors	4
7.	Main/Siriba Campus	Patrol Dogs and Handlers	4
8.	Main/Kisumu Hotel	Walk Through Scanners	2
9.	Main/ Varsity Campus	Handheld Metal Detectors	12
10.	Kisumu Hotel	Alarm Systems	1
11.	Main/Siriba/ Varsity Campus/Odera Akang'o	Under search vehicle mirror	6

## SECTION V - 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 MSU 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.
- (c) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (d) "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to MSU under the Contract.
- (d) "MSU" means the organization procuring the services under this Contract
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" mean 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 Maseno University'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 MSU 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 Maseno University'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 MSU and shall be returned (all copies) to Maseno University on completion of the contract's or performance under the Contract if so required by Maseno University.

### 3.5. Patent Rights

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

### 3.6 Performance Security

3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Maseno University the **performance security equivalent to 10%** of the contract sum.

- 3.6.2 The proceeds of the performance security shall be payable to Maseno University as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security will be discharged by Maseno University and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Duration of the Contract**

The contract period shall be **four (4) years**.

### **3.8. Delivery of services and Documents**

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

### **3.9. Payment**

- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by Maseno University, but in no case later than thirty (30) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in MSU request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price
- 3.9.4 Price variation requests shall be processed by MSU within 30 days of receiving the request.

### **3.10. Assignment**

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

### **3.11. Termination for Default**

- 3.11.1 MSU 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 Maseno University.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract.
  - (c) If the Contract in the judgment of Maseno University has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.11.2 In the event Maseno University terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to Maseno University for any excess costs for such similar services. However the contractor shall continue performing the contract to the extent not terminated.

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

1.7.1 MSU 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.

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

### **3.14 Resolution of Disputes**

3.14.1. MSU 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.



## **SECTION VI - SPECIAL CONDITIONS OF CONTRACT**

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.

1. Bidders shall be required to meet all the mandatory requirements
2. Only technically responsive bidders shall qualify for financial ranking.
3. The successful bidder shall be the one with the lowest evaluated price that meets the requirements per site.
4. All bidders that will be awarded contracts shall be required to submit a performance guarantee from a reputable commercial bank equivalent to 5% of the contract price and valid for the entire period of the contract within 30days from the date of award.

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

1. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender bid.
2. **Forms of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender bid. It must also be duly signed by duly authorized representatives of the tenderer
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. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to Maseno University.
5. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security equivalent to 5% of the contract sum within 30 days of award.

**PRICE SCHEDULE**

**Provision of Security Services at Maseno University for four (4) financial years:**

	<b>ITEM</b>	<b>UNIT</b>	<b>TOTAL NO.</b>	<b>UNIT PRICE Kshs/Unit/Month</b>	<b>AMOUNT Kshs/Year</b>
1.	Guards	No.	257		
2.	Supervisors	No	4		
3.	Patrol Dogs & Handler	No	4		
4.	Walk Through Scanners	No.	2		
5.	Handheld Metal Detectors	No.	12		
6.	Alarm System	No	1		
7.	Under Search Vehicles Mirror	No.	6		
8.	Other Chargeable Items (Specify)				
	8.1				
	8.2				
	8.3				
	8.4				
	8.5				
<b>TOTAL</b>					

**Note: Price quoted to include tax and other necessary levies.**

**Total Amount (Per Year) in words:**

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**Tenderer's name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**1. FORM OF TENDER**

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

Date \_\_\_\_\_

Name and address of procuring entity

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

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of

which is hereby duly acknowledged, we the undersigned, offer to provide Security Services under this tender in conformity with the said Tender document for the sum of.....

.....  
... [Total Tender amount in words and figures]

.....  
.....  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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

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

Dated this day..... of.....20\_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
-- [In the capacity of]

**FORMAT OF TENDER SECURITY INSTRUMENT**

Whereas .....[Name of the tenderer] (Hereinafter called “the tenderer”) has submitted its tender dated.....[Date of submission of tender] for the ..... [Name and/or description of the tender] (hereinafter called “theTender”)

KNOW ALL PEOPLE by these presents that WE ..... of.... [Name of Insurance Company] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [Name of Procuring Entity](hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period oftender validity specified in the instructions to tenderers, Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period oftender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance withthe Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance withthe Instructions to Tenderers;

We undertake to pay to the Procuring Entity 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 Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or bothof 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 Guarantor not later than the said date.

\_\_\_\_\_ [Date ]

[Signature of the Guarantor]

\_\_\_\_\_

[Witness]

\_\_\_\_\_

[Seal]

**PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]**

To .....

[name of 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 of goods] (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/Insurance Company guarantee by a reputable Bank/Insurance Company 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 figure] 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 you needing to prove or to show grounds or reasons for your demand or the sums specified therein.

This guarantee is valid until the ..... day of .....20.....

Signed and seal of the Guarantors

[name of Bank/Insurance Company][address]

[date]

**CONTRACT FORM**

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

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Tender Form and the Price Schedule submitted by the tenderer;
  - (b) The Schedule of Requirements
  - (c) The Details of cover
  - (d) The General Conditions of Contract
  - (e) The Special Conditions of Contract; and
  - (f) MSU’s Notification of Award
3. In consideration of the payments to be made by MSU to the tenderers hereinafter mentioned, the tenderer hereby covenants with MSU to provide Security Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. MSU 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 MSU) Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_

**TENDER SECURING DECLARATION FORM - (FOR FIRMS UNDER SPECIALGROUPS - AGPO) [This form shall be filled by the tenderer in accordance with the instructionsindicated.]**

Date: ...../...../..... [(day, month and year)]

Tender No.: .....

Tender Description:.....

To:.....[ *Procuring Entity*]

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-SecuringDeclaration.

We accept that our future ability to tender shall be jeopardized if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of our Tender by the Purchaser during the period of Tendervalidity;
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful tenderer, uponthe earlier of;

- (i) our receipt of your notification to us of the name of the successful tenderer; or
- (ii) twenty-eight days after the expiration of our Tender.

Signed.....[*person whose name and capacity are shown*]

In the capacity of .....[*legal capacity of person signing the Tender Securing Declaration*]

Name: .....[*Full name of person signing the Tender Securing Declaration*]

Duly authorized to sign the Tender for and on behalf of:..... [Full name of tenderer]

[*Signature*]:.....



**SELF DECLARATION THAT THE PERSON/CONSULTANT IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015**

I, ....., of Post Office Box  
..... being a resident of  
..... in the Republic of..... Do hereby make a statement  
as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of  
..... (insert name of the Company) who is a Bidder  
in respect of Tender No. .... for  
.....(insert Proposal title/description) for  
.....( insert name of the Procuring entity) and  
duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in  
procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

..... (Title) .....(Signature)

Bidder's Official Stamp

**SELF DECLARATION THAT THE PERSON/CONSULTANT WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I, .....of P. O. Box .....being a resident of  
..... in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of  
..... (insert name of the Company) who is a Bidder  
in respect ofTender No. .... for (insert Proposal title/description)  
for.....(insert  
name of the Procuring entity)and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board,Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of  
.....(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject Proposal
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title) .....(Signature)

Bidder's Official Stamp