DEDAN KIMATHI UNIVERSITY OF TECHNOLOGY

INVITATION TO TENDER FOR THE PROVISION OF SECURITY SERVICES FOR THREE FINANCIAL YEARS

CATEGORY NO: DeKUT/ONT/PSS/008/2026-2027, 2027-2028 and 2028-2029.

CLOSING /OPENING DATE:

Thursday, 25th June,2026 AT 11:00AM

ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID

JUNE 2026

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INVITATION TO TENDER

DEDAN KIMATHI UNIVERSITY OF TECHNOLOGY

CONTRACT NAME AND DESCRIPTION: PROVISION OF SECURITY SERVICES

1. Dedan Kimathi University of Technology invites sealed tenders for the provision of services eligible candidates for the provision of Security Services for a period of twelve (12) months Starting **1st August ,2026 to 31st July,2029** renewable for an additional twelve (12) months subject to satisfactory performance.

2. Tendering will be conducted under open tendering using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Interested and eligible candidates may obtain further information, inspect and purchase the tender documents at the Procurement Office, Resource Centre II, Ground floor at the Main Campus, Nyeri-Mweiga Road, Nyeri during normal working hours, upon payment of a non - refundable fee of Kshs. 1,000.00 in cash or Bankers Cheque payable to the Dedan Kimathi University of Technology, Consolidated Bank, Nyeri Branch, A/C NO.0120025172901. Upon payment of the tender fee, tenderers are required to obtain an official receipt from the Finance Office at Resource Centre II, Ground floor Main Campus Nyeri.

4. The document may also be **viewed and *downloaded free of charge from the universities' website*: www.dkut.ac..ke.** Or www.tenders.go.ke Tenderers who download the tender document **MUST** immediately send their contact details i.e. Company name, Postal address, Location, Telephone Number, E-mail address and tender Number and description of the documents they have downloaded to the procurement department E-mail **procurement@dkut.ac.ke**. For records and for purposes of receiving any further tender clarifications and/or addenda.

5. Tenders must be accompanied by a tender security of ***Kshs 150,000.00*** in form of a guarantee from a reputable bank, or an insurance company approved by the Public Procurement Oversight Authority payable to Dedan Kimathi University of Technology

6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

7. Completed tenders must be delivered to the address below on or before on or before ***Thursday 25th June, 2026 at 11:00am. Electronic Tenders will not be permitted.***

8. *Tenders will be opened immediately after the deadline date and time specified above. Tenders* will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

9. Late tenders will be rejected.
10. Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at the ***Resource Centre II Dome, situated at the 2nd Floor, Resource Centre II.***

Prof. Eng. P. N. Muchiri
Vice Chancellor
Dedan Kimathi University of Technology

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1 This tendering document is for the Provision of Security Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS.**

2. Throughout this tendering document:

The terms:

a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;

b) if the contexts or esquires, "singular" means "plural" and vice versa; and

c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

3.1 Dedan Kimathi University of Technology requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

3.2 Dedan Kimathi University of Technology requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, Dedan Kimathi University of Technology shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.

3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. Dedan Kimathi University of Technology shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. Dedan Kimathi University of Technology shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. Dedan Kimathi University of Technology shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

b Receives or has received any direct or indirect subsidy from another Tenderer; or

c has the same legal representative as another Tenderer; or

d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of Dedan Kimathi University of Technology regarding this Tendering process; or

e oranyofitsaffiliatesparticipatedasaconsultantinthepreparationoftheProcuringEntity'sRequirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or

f or any of its affiliates has been hired (or is proposed to be hired) by Dedan Kimathi University of Technology or Procuring Entity for the Contract implementation; or

g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

h has a close business or family relationship with a professional staff of Dedan Kimathi University of Technology or of the project implementing agency, who:

i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or

ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to Dedan Kimathi University of Technology throughout the procurement process and execution of the Contract.

4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.

4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke

4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.

4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.

4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.

4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable Dedan Kimathi University of Technology determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9".

4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

5 Qualification of the Tenderer

5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

i) Section I - Instructions to Tenderers (ITT)
ii) Section II - Tender Data Sheet (TDS)
iii) Section III - Evaluation and Qualification Criteria
iv) Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

v) Section V-Procuring Entity's Requirements

PART 3: Contract

vi) Section VI - General Conditions of Contract (GCC)

vii) Section VII - Special Conditions of Contract (SCC)

viii) Section VIII - Contract Forms

6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Dedan Kimathi University of Technology, Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from Dedan Kimathi University of Technology shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall beat the Tenderer's own expense.

8 Pre-Tender Meeting

8.1 Dedan Kimathi University of Technology shall specify in the **TDS** if a pre-tender conference will be held, when and where. Dedan Kimathi University of Technology shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach Dedan Kimathi University of Technology not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.

8.4 Dedan Kimathi University of Technology shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by Dedan Kimathi University of Technology exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact Dedan Kimathi University of Technology in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. Dedan Kimathi University of Technology will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. Dedan Kimathi University of Technology shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS,** Dedan Kimathi University of Technology shall also promptly publish its response at the webpage identified in the **TDS.** Should the clarification result in changes to the essential elements of the Tender Documents, Dedan Kimathi University of Technology shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10 Amendment of Tender Documents

10.1 At any time prior to the deadline for submission of Tenders, Dedan Kimathi University of Technology may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from Dedan Kimathi University of Technology in accordance with ITT 6.3. Dedan Kimathi University of Technology shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, Dedan Kimathi University of Technology shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11 Cost of Tendering

11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and Dedan Kimathi University of Technology shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and Dedan Kimathi University of Technology shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13 Documents Comprising the Tender

13.1 The Tender shall comprise the following:

a **Form of Tender** prepared in accordance with ITT 14;

b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;

c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;

d **Alternative Tender**: if permissible in accordance with ITT 15;

e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;

f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

g **Tenderer's Eligibility**: documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;

h **Conformity**: documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and

i Any other document required in the **TDS.**

The Tenderer shall chronologically serialize pages of all tender documents submitted.

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender and Activity Schedule

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.

14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 Alternative Tenders

15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the University.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.3 When specified **in the TDS**, Tenderers a reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.

16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, sub mitted by the Tenderer.

16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.

16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by Dedan Kimathi University of Technology when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18 Documents Establishing Conformity of Services

18.1 To establish the conformity of the Security Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and

standards specified in Section VII, Procuring Entity's Requirements.

18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable Dedan Kimathi University of Technology identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.

18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by Dedan Kimathi University of Technology as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

18.4 The Tenderer shall provide further documentary proof, information or authorizations that Dedan Kimathi University of Technology may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if Dedan Kimathi University of Technology is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by Dedan Kimathi University of Technology(whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,

ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),

iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of Dedan Kimathi University of Technology that any such act was not material, or was due to genuine err or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20 Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by Dedan Kimathi University of Technology in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by Dedan Kimathi University of Technology as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, Dedan Kimathi University of Technology may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21 Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

i) cash;

ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by Dedan Kimathi University of Technology as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. Dedan Kimathi University of Technology shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

a. If a Tenderer withdraw sits Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or

b. if the successful Tenderer fails to:

c. sign the Contract in accordance with ITT 46; or

d. Furnish a performance security in accordance with ITT 47.

21.8 Where tender securing declaration is executed, Dedan Kimathi University of Technology shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

21.10 A tenderer shall not issue a tender security to guarantee itself.

22 Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original. "In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as "Copies. "In the event of discrepancy between them, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL "information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to Dedan Kimathi University of Technology and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT13; and

b. in an envelope or package or container marked "COPIES", all required copies of the Tender; and

c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:

i. in an envelope or package or container marked "ORIGINAL–ALTERNATIVE TENDER", the alternative Tender; and

ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

a) Bear the name and address of the Procuring Entity.

b) Bear the name and address of the Tenderer; and

c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, Dedan Kimathi University of Technology will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24 Deadline for Submission of Tenders

24.1 Tenders must be received by Dedan Kimathi University of Technology at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

24.2 Dedan Kimathi University of Technology may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of Dedan Kimathi University of Technology and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

25.1 Dedan Kimathi University of Technology shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by Dedan Kimathi University of Technology after the deadline for submission of Tenders shall be declared late, rejected, and returned un opened to the Tenderer.

26 Withdrawal, Substitution and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
b) Received by Dedan Kimathi University of Technology prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27 Tender Opening

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, Dedan Kimathi University of Technology shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS.**

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and

alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as Dedan Kimathi University of Technology may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of Dedan Kimathi University of Technology attending Tender opening in the manner specified **in the TDS**.

27.7 Dedan Kimathi University of Technology shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).

27.8 Dedan Kimathi University of Technology shall prepare are cord of the Tender opening that shall include, as a minimum:

a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;

b) The Tender Price, per lot (contract) if applicable, including any discounts; and

c) any alternative Tenders;

d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

e) Number of pages of each tender document submitted

27.9 The Tenderers' representatives who a rep resent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

E. Evaluation and Comparison of Tenders

28 Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

28.2 Any effort by a Tenderer to influence Dedan Kimathi University of Technology in the evaluation or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact Dedan Kimathi University of Technology on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, Dedan Kimathi University of Technology may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that Dedan Kimathi University of Technology may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by Dedan Kimathi University of Technology shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Dedan Kimathi University of Technology in the evaluation of the Tenders, in accordance with ITT32.

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

30.1 During the evaluation of Tenders, the following definitions apply:

a) “Deviation” is a departure from the requirements specified in the tendering document;

b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

c) “Omission” is the failure to submit part or all of the information or documentation required in the

tendering document.

31 Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) If accepted, would:

i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or

ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 Dedan Kimathi University of Technology shall examine the technical aspects of the Tender submitted in accordance with ITT 18and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by Dedan Kimathi University of Technology and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31.5 Provided that a Tender is substantially responsive, Dedan Kimathi University of Technology may waive any non-conformity in the Tender.

31.6 Provided that a Tender is substantially responsive, Dedan Kimathi University of Technology may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.7 Provided that a Tender is substantially responsive, Dedan Kimathi University of Technology shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

32 Arithmetical Errors

32.1 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.

32.2 Provided that the Tender is substantially responsive, Dedan Kimathi University of Technology shall handle errors on the following basis:

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and

c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33 Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency (ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

34 Margin of Preference and Reservations

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS.**

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35 Evaluation of Tenders

35.1 Dedan Kimathi University of Technology shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, Dedan Kimathi University of Technology shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

a) Substantially responsive to the tendering document; and

b) The lowest evaluated cost.

35.2 In evaluating the Tenders, Dedan Kimathi University of Technology will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

a) Price adjustment due to discounts offered in accordance with ITT 16.4;

b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;

c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance withITT33; and

d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT

35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 Comparison of Tenders

36.1 Dedan Kimathi University of Technology shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37 Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

37.2 In the event of identification of a potentially Abnormally Low Tender, Dedan Kimathi University of Technology shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject

matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that Dedan Kimathi University of Technology determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, Dedan Kimathi University of Technology shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that Dedan Kimathi University of Technology is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, Dedan Kimathi University of Technology shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if he specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. Dedan Kimathi University of Technology may also seek written clarification from the tenderer on the reason for the high tender price. Dedan Kimathi University of Technology shall proceed as follows:

i) If the tender price is abnormally high based on wrong estimated cost of the contract, Dedan Kimathi University of Technology may accept or not accept the tender depending on the Procuring Entity's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, Dedan Kimathi University of Technology shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

37.6 If Dedan Kimathi University of Technology determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), Dedan Kimathi University of Technology shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 Unbalanced and/or Front-Loaded Tenders

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, Dedan Kimathi University of Technology may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, Dedan Kimathi University of Technology may as appropriate:

a) Accept the Tender; or

b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or

c) agree on a payment mode that eliminates the inherent risk of Dedan Kimathi University of Technology paying too much for undelivered works; or

d) Reject the Tender.

39 Qualification of the Tenderer

39.1 Dedan Kimathi University of Technology shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event Dedan Kimathi University of Technology shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

40.1 Dedan Kimathi University of Technology reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

43 Award Criteria

43.1 Dedan Kimathi University of Technology shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42 Notice of Intention to enter in to a Contract

42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period Dedan Kimathi University of Technology shall issue a Notification of Intention to Enter into a Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:

a) The name and address of the Tenderer submitting the successful tender;

b) The Contract price of the successful tender;

c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;

d) the expiry date of the Stand still Period; and

e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where a Standstill Period applies, it shall commence when Dedan Kimathi University of Technology has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

44 Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to Dedan Kimathi University of Technology for a debriefing on specific issues or concerns regarding their tender. Dedan Kimathi University of Technology shall provide the debriefing with in five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, Dedan Kimathi University of Technology shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46 Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, Dedan Kimathi University of Technology shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless Dedan Kimathi University of Technology has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event Dedan Kimathi University of Technology may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48 Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, Dedan Kimathi University of Technology shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

a) Name and address of the Procuring Entity;

b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;

c) The name of the successful Tenderer, the final total contract price, the contract duration.

d) Dates of signature, commencement and completion of contract;

e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49 Adjudicator

49.1 Dedan Kimathi University of Technology proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, Dedan Kimathi University of Technology has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50 Procurement Related Complaint

50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT).Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

Itt Reference	• **General**
ITT 1.1	***DeKUT/ ONT/PSS/008/2026-2027,2027-2028 and 2028-2029***. Dedan Kimathi University of Technology for the Provision of Security Services
ITT 1.2(a)	Electronic – Procurement System**(N/A)**
ITT 2.2	Contract Valid for **three** (3) years renewable yearly upon satisfactory performance
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follows:NONE
ITT 3.4	The firms that provide Security services: *Staff Contracted by the University*
• **Contents of Tendering Document**	
ITT 8.1	i. A pre-tender conference **WILL NOT BE HELD** i. A pre-arranged pretender visits of the site of the works visit **WILL NOT BE HELD**
ITT 8.2	The questions in writing, to reach the procuring Entity not later than ***Thursday, 25th June 2026 at 10.00 AM.***
ITT 8.4	Minutes of the Pre-Tender meeting and the pre-arranged pretender visit **NOT APPLICABLE IN THIS TENDER**
ITT 9.1	The Procuring Entity shall also promptly publish response at the website www.dkut.ac.ke-
• **Preparation of Tenders**	
ITT 13.1	The Tenderer shall submit the following additional documents in its Tender; 1. Registration under the Companies Act Cap. 486 Copy of Valid Certificate of Incorporation / Registration. This should include change of Particulars Where applicable. 2. Attach System Generated Copy of CR12 Certificate (for Incorporated Firms) issued within the last 6 months. 3. Current County Government Business License from the region they are offering services, clearly Indicating location of Registered Office. 4. Copy of Current Valid Tax Compliance Certificates from KRA (to be verified on the KRA portal) 5. Attach an original bid bond/tender security of **Kshs 150,000.00** of the tender sum from a reputable commercial bank/insurance company in Kenya valid for 175 days from the date of tender opening. 6. Submit a copy of a 5-year Certificate of Registration with the Private Security Authority (PSRA). Must be certified by PSRA.

7. A valid annual license Renewal Certificate for the year 2026 issued by the Authority, Certificate by PSRA

8. Attach Valid NSSF Compliance Certificate and certified returns for the last twelve consecutive months with payrolls (May 2025 till May 2026) Certified by NSSF

9. Attach a valid SHA Compliance Certificate and certified returns for the last Twelve (!2) consecutive months with Payrolls payrolls (May 2025 till May 2026) Certified by SHA.

10. Bidders to provide certified proof of valid insurance cover for Work Injury Benefit Act Policy (WIBA) and Group Personal Accident Insurance Policy Cover for Employees Certified by the issuing Underwriter.

11. Current Letter of Compliance issued by the ministry of Labour and Showing compliance to the minimum wage. Provide a written declaration that the service provider shall comply with all labour laws and the minimum wage guidelines during the entire period of the contract as provided for in the Labour Institutions Act No. 12 of 2007and the Regulations of Wages (Agricultural industry) (Amendment) Order, 2022

12. Bidder Must Fill, Sign and Stamp the Form of Tender

13. Provide evidence of a certified valid frequency license from Communication Authority of Kenya (CAK) which must include both VHHF and HF Frequency (at least ten (10) pairs) NB: Receipts will not be accepted

14. Three (3) letters of recommendation for provision of security guarding services of a similar magnitude from other procuring entities each worth above seven Million per Year per client

15. Attach proof of Guard Force Number (GFNs) with Guard Force Number Badges for at least seventy (70) Number Private Security Officers (Security Guards) duly certified by the Authority as per the law and their valid certificates of good conduct

16. Duly filled Certificate of Independent Tender Mandatory Determination (Section IV)

17. Duly filled Form SD1 Self declaration Mandatory confirming that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 (Section IV)

18. Duly filled Form SD2 Self Declaration Mandatory confirming that the person/tenderer will not engage in any corrupt or fraudulent practice (Section IV).

19. Bidder Must provide Filled, Signed and Stamped Litigation history, in format provided in the tender document. (Form Con 2)

20. Duly filled Confidential Business Questionnaire Mandatory (Section IV)

21. Provide Power of Attorney giving the name of the person who should be signing the bid, authorizing him/her to submit / execute the agreement as a binding document

22. The bid document “Original” and “Copies” must be sequentially paginated /serialized. Bidders Must have set of their documents

	paginated (Serialized) to ensure compliance with section 78(5) of Public procurement and Assets Disposal Act, 2015. (From the first page In format 1,2,3,4 to the last page) 23. Provide copies of staff payrolls for the months of Twelve (12) months from May 2025 till May 2026 duly certified by your bank confirming salaries were remitted through the bank. 24. Provide a certified copy of valid contractual liability Insurance Policy of Kshs. 35,000,000.00 and above 25. Duly Filled, Signed and Stamped Price schedule form 26. Certified, duly filled, signed and stamped Declaration and Commitment to The Code of Ethics 27. Dully Filled, Signed and stamped Beneficial Ownership Form 28. Provide certified copy of Fidelity Guarantee Insurance Cover. These are liabilities covered by crime insurance; (a) Money and security coverage pays for money and securities caused burglary, robbery, theft, disappearance and destruction. (b) Employee dishonesty coverage pays for losses caused by dishonest acts of your employees, such as embezzlement and theft. 29. Must be registered in the eGP Supplier portal. 30. Audited financial accounts for the last three years 2023,2024 and 2025.
ITT 13.1(i)	Other documents required are: 1. Physical facilities – Evidence of physical address, list of appropriate security uniforms and protective clothing provided to staff at least two (2) pairs , Proof of Ownership or lease of Motor Vehicles attach copies of log books and areas where such vehicles are deployed 2. Evidence of at least three (3) trained pedigree dogs for patrol. Submit veterinary documents as proof of ownership and/or vaccination certificates. 3. Evidence of other equipment and kits provided to guards 4. Financial Resources as evidence of Solvency EITHER Audited Financial Statements for the last Three (3) years consecutive years (2022, 2023 & 2024) *For Purpose of the Evaluation the Accounts are considered to be certified if issued by a registered CPA Firm recognized by ICPAK and signed by the Companies Directors (Attach valid Certificate for* Audit Firm). 5. Company and Staff Profile stating competency of key staff like the Managerial staff, supervisors, Certifications, membership to professional bodies and qualifications and experience of guards 6. Bidders Financial Strength with a turnover of not less than Kshs.10,000,000 per year as provided in the Audited Financial Statements *7.* A Contractual liability cover of Kshs.5,000,000 *Five Million Kenya Shillings* 8. Documentation Demonstrating Company complies with the Government of Kenya Minimum Wage Guidelines & a Signed

	Declaration/Commitment by the Firm shall comply with the minimum wage regulations. 9. Copies of Training Programmes that staff go through by providing training schedules and the certificates issued to staff 10. Attach a valid registration certificate as a training provider from NITA (must be certified by a commissioner of oaths) or MOU with training school accredited by PSRA and NITA as a private security training Institution (Attach its certificates of Accreditation)
ITT 14.1	Alternative Tenders **NOT APPLICABLE**
ITT 14.2	Alternative times for completion **SHALL NOT BE PERMITTED IN THIS TENDER**
ITT 14.3	Alternative technical solutions **SHALL NOT BE PERMITTED**.
ITT 15.1	Alternative Tenders **SHALL NOT BE CONSIDERED**.
ITT 15.2	Alternative times for completion **ARE EXPLICITLY NOT INVITED.**
ITT 15.3	Alternative technical solutions for specified parts of the service **WILL NOT BE ALLOWED.**
ITT 16.7	The prices quoted by the Tenderer **SHALL NOT BE SUBJECT TO ADJUSTMENT** during the performance of the contract.
ITT 20.1	The tender validity period shall be 182days.
ITT 21.1	A Tender security of **Shall be Kshs 100,000 One Hundred Thousand Shillings only**
ITT 21.3(a)	The contract price shall **NOT BE ADJUSTED**
ITT 21.9(b) (ii)	The Procuring Entity shall declare the Tendered ineligible to be awarded a contract by the Procuring Entity for a period of **THREE Years**
ITT 22.1	In addition to the original of the Tender, the number of copies is **(I Copy)**
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: *The company letter head, The Name of the Company, The Full Name of the Person being Authorized to represent the Company their signature and stamp.*
• **Submission and Opening of Tenders**	
ITT 24.1	For **<u>Tender submission purposes</u>** only, the Procuring Entity's address is…… Attention: ***The Vice Chancellor*** ***Dedan Kimathi University of Technology*** ***P.O. Box 657-10100,*** ***Main Campus, Nyeri.*** ***Along the Nyeri-Nyahururu Road***

ITT 24.1	The deadline for Tender submission is: Date: ***Thursday, 25th June 2026 Time: 11:00am*** East African Time Tenderers **SHALL NOT** have the option of submitting their Tenders electronically.
ITT 27.1	The Tender Opening shall take place at ***2nd Floor Resource Centre Phase 2 Dome Main Campus Nyeri.*** ***Physical Address: Along Nyeri-Mweiga Road*** Date: ***Thursday, 25th June 2026 Time: 11:00am East African Time***
ITT 27.1	The electronic Tender opening procedures shall be **(NOT APPLICABLE)**
ITT 27.6	The Form of Tender and Priced Activity Schedule shall be initialed by Tender Opening Committee representatives of the Procuring Entity conducting Tender opening.
E: Evaluation and Comparison of Tenders	
ITT 31.7	**NO ADJUSTMENTS SHALL BE ALLOWED**
ITT 33.1	The currency that shall be used for Tender evaluation and Comparison purposes **SHALL STRICTLY BE KENYAN SHILLINGS**
ITT 34.1	Margin of preference **NOT ALLOWED**
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations. **(NOT APPLICABLE)**
ITT 35.2(e)	Additional evaluation factors shall be: -Due Diligence check on Firms past performance including any terminations - Litigation History - Confirmation of the Documentation provided
ITT 35.4	Tenderers shall **NOT BE ALLOWED** to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
ITT 48.1	The adjudicator **IS NOT APPLICABLE IN THIS TENDER**
ITT 49.1	The Procedures for making a Procurement- related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke . If a Tenderer wishes to make a Procurement -related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by quickest means available, that is either by hand delivery or email to: For the attention: …… Title/Position……. Procuring Entity: …… Email address: …… In summary, a procurement- related Complaint may challenge any of the following;

	(i) The terms of the Tender Documents: and (ii) The procuring Entity's decision to award the contract.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

a) For construction turnover or financial data required for each year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.

b) Value of single contract-Exchange rate prevailing on the date of the contract signature.

c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

1.3 Evaluation and contract award Criteria

Dedan Kimathi University of Technology shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria,(ii)has been determined to be substantially responsive to the Tender Documents, and(iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

Dedan Kimathi University of Technology will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

EVALUATION AND PREQUALIFICTION

Evaluation will take place in three stages

(a) Preliminary/ Mandatory Evaluation
(b) Technical Evaluation
(c) Financial Evaluation

STAGE 1: PRELIMINARY/MANDATORY EVALUATION

The following requirements must be met by the tenderer not withstanding other requirements in the tender documents. Prospective bidders are required to indicate whether they are **Responsive** or **Not Responsive.**

NO	REQUIREMENTS	MANDATORY
MR 1	Registration under the Companies Act Cap. 486 Copy of Valid Certificate of Incorporation / Registration. This should include change of Particulars Where applicable.	YES/NO
MR 2	Attach System Generated Copy of CR12 Certificate (for Incorporated Firms) issued within the last 6 months	YES/NO
MR 3	Current County Government Business License from the region they are offering services, clearly Indicating location of Registered Office.	YES/NO
MR 4	Copy of Current Valid Tax Compliance Certificates from KRA (to be verified on the KRA portal)	YES/NO
MR 5	Attach an original bid bond/tender security of Kshs 150,000.00 of the tender sum from a reputable commercial bank/insurance company in Kenya valid for 180 days from the date of tender opening.	YES/NO
MR 6	Submit a copy of a 5-year Certificate of Registration with the Private Security Authority (PSRA). **Must be certified by PSRA**.	YES/NO
MR 7	A valid annual license Renewal Certificate for the year 2026 issued by the Authority. ***Must be Certificated by PSRA***	YES/NO
MR 8	Attach a valid NSSF Compliance Certificate & Evidence of statutory remittance for the last three (3) consecutive months with payrolls (January, February & March 2025) Certified by NSSF	YES/NO
MR 9	Attach a valid SHA Compliance Certificate and Evidence of statutory remittance for the last three (3) consecutive months with payrolls (January, February & March 2025) Certified by SHA	YES/NO
MR 10	Bidders to provide certified proof of valid insurance cover for Work Injury Benefit Act Policy (WIBA) and Group Personal Accident Insurance Policy Cover for Employees Certified by the issuing Underwriter	YES/NO
MR 11	Current Letter of Compliance issued by the ministry of Labour and Showing	YES/NO

	compliance to the minimum wage. Provide a written declaration that the service provider shall comply with all labour laws and the minimum wage guidelines during the entire period of the contract as provided for in the Labour Institutions Act No. 12 of 2007 and the Regulations of Wages (Agricultural industry) (Amendment) Order, 2022	
MR 12	Submit valid Membership Certificate with PSIA or KSIA.	YES/NO
MR 13	Provide evidence of a certified valid frequency license from Communication Authority of Kenya (CAK) which must include both VHHF and HF Frequency (at least ten (10) pairs) NB: Receipts will not be accepted	YES/NO
MR 14	Three (3) letters of recommendation for provision of security guarding services of a similar magnitude from other procuring entities each worth above seven Million per Year per client.	YES/NO
MR 15	Attach proof of Guard Force Number (GFNs) with Guard Force Number Badges for at least seventy (70) Number Private Security Officers (Security Guards) duly certified by the Authority as per the law and their valid certificates of good conduct	YES/NO
MR 16	Duly filled Certificate of Independent Tender Mandatory Determination (Section IV)	YES/NO
MR 17	Duly filled Form SD1 Self declaration Mandatory confirming that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 (Section IV)	YES/NO
MR 18	Duly filled Form SD2 Self Declaration Mandatory confirming that the person/tenderer will not engage in any corrupt or fraudulent practice (Section IV).	YES/NO
MR 19	Bidder Must provide Filled, Signed and Stamped Litigation history, in format provided in the tender document. (Form Con 2)	YES/NO
MR 20	Duly filled Confidential Business Questionnaire Mandatory (Section IV)	YES/NO
MR 21	Provide Power of Attorney giving the name of the person who should be signing the bid, authorizing him/her to submit / execute the agreement as a binding document	YES/NO
MR 22	Bidder Must Fill, Sign and Stamp the Form of Tender	YES/NO
MR 23	Duly Filled, Signed and Stamped Price schedule form	YES/NO
MR 24	Certified, duly filled, signed and stamped Declaration and Commitment to The Code of Ethics	YES/NO
MR 25	Dully Filled, Signed and stamped Beneficial Ownership Form	YES/NO
MR 26	The bid document “Original” and “Copies” must be sequentially paginated /serialized. Bidders Must have set of their documents paginated (Serialized) to ensure compliance with section 78(5) of Public procurement and Assets Disposal	YES/NO

	Act, 2015. (From the first page In format 1,2,3,4 to the last page)	
MR 27	Provide copies of staff payrolls for the months of March, April & May 2026 duly certified by your bank confirming salaries were remitted through the bank	YES/NO
MR 28	Provide a certified copy of valid contractual liability Insurance Policy of Kshs 35,000,000.00 and above	YES/NO
MR 29	Provide certified copy of Fidelity Guarantee Insurance Cover. These are liabilities covered by crime insurance; (a) Money and security coverage pays for money and securities caused burglary, robbery, theft, disappearance and destruction. (b) Employee dishonesty coverage pays for losses caused by dishonest acts of your employees, such as embezzlement and theft.	YES/NO
MR 30	Must be registered in the eGP Supplier portal and Submit Registration Number	YES/NO
MR 31	Copy of Certified Audited financial accounts for the last three consecutive (3) years 2023,2024 and 2025. ***For Purpose of the Evaluation the Accounts are considered to be certified if issued by a registered CPA Firm recognized by ICPAK and signed by the Companies Directors (Attach valid Certificate for the Audit Firm).***	YES/NO
MR 32	Attach a valid registration certificate as a training provider from NITA (must be certified by a commissioner of oaths) or MOU with training school accredited by PSRA and NITA as a private security training Institution (Attach its certificates of Accreditation	YES/NO
MR 33	The Director of the Firm Must have Successfully Undertaken and completed the Director's Course on Legal &Regulatory Framework for the Private Security Industry Training	YES/NO
MR 34	Provide Valid Directors' Certificate of Good Conduct from Directorate of Criminal Investigation	YES/NO

The bidder MUST meet all the requirements for them to proceed to the Technical stage.

STAGE 2: TECHNICAL EVALUATION

This section (Technical Evaluation) will carry a weight of 0.7 of the entire evaluation and will be as follows:

REQUIREMENT	SCORE	MAX.SCORE
Physical Facilities - Evidence of physical address- - e.g. title deed/lease agreement/utility bills - List of appropriate security uniforms and protective clothing provided to staff at least 2 pairs of uniforms. - Proof of fleet capacity – minimum 5 motor vehicles dedicated to security assignments (attach copies of log books and areas where such vehicles are deployed) - Evidence to certify that dogs are vaccinated. (Attach current vaccination evidence) - Submit list of other equipment and kits provided to guards	- 2 marks - 2 marks - 2 marks - 2 marks - 2 marks	10 Marks
Experience of The Firm Provide Evidence that the firm has offered similar services of at least **Three (3)** Public/Large Corporate clients with Contracts value of atleast Kshs. 7 ,000,000.00 per Year per contract and above in the last Five (5) years. (Bidders will be evaluated for assignments meeting this value only). Certified Copies of Contracts (full Contract) for the three (3) assignments listed above;**(5mark each)** Recommendation Letters addressed to the Vice Chancellor,Dedan Kimathi University of Technology from each of the three (3) clients listed above on the client"s letter head, contact person and contact to be availed in all the recommendation letters;**(5marks each)** For Purposes of the Evaluation, **Certified Contract/ LPOs** are contracts/LPO **Signed** and **Stamped** as true copies of the Original Contracts/LPOs by the Companies directors or a	15 Marks 15 Marks	30 Marks

Commissioner of oath.Inconsistent Documents, Documents with alterations will be rejected		
Company's Annual Turnover The Tenderer"s Financial Performance based on Certified Audited Financial Statements. The audited financial statements for the last three (3) years (2022, 2023 & 2024) with a turnover of Ksh 7,000,000 and above. - Over 7 million - Below 7 million Bankers Recommendation Letter	 - 7marks - 5 marks -3 Marks	10 Marks
Contractual Liability - Contractual Liability cover of ksh.2,000,000	- 5 marks	5 mark
Relevant Training program that the employees undergo ***Please provide details and at least 10 certificates***	- 10marks	10 marks
Provide relevant documentation to demonstrate that your employees" salaries are as per or above Government Minimum Wage Guidelines (GMWG). Attach Certified Copy of the payroll for permanently employedstaff members for the last 3 months KES 2,000/= or above GMWG **- 5marks** KES 1,000/= or above GMWG **- 3marks** As per GMWG– **1mark**	5 Marks	5 marks
Company and Staff Profile Managerial and Key Personnel Competency Profile - Provide Details of any relevant certifications and/or accreditations by principals or members of staff and attach copies of such certification. Such certification should be relevant to the work they do and the key skills for the services required. - Membership in professional body/association - Must state policy on qualification of Supervisors to be deployed Indicating the minimum academic qualification and experience. Attach CV's of the supervisors. - Must State your policy on qualification of guards tobe deployed indicating the minimum academic	 - 6 marks - 3 marks - 3 marks	15 Marks

qualification and experience	- 3 marks	
Mode of paying salaries to Employees Salaries Payable by the 5th of the Subsequent Month : Through Banking institutions - Attach a reference letter from your bank used to pay staff salaries– **5 marks** Other mode– State– **2 marks**	- 5marks	5 Marks
Certificates of good Conduct– Provide copies of certificates of good conduct for at least 10 Security staff members. ***1mark each up to a maximum of 10 (The staff members must be in the payroll provided)***		10 Marks
Total Score		**100 Marks**
Qualifying Score		**75 Marks**

NB:

(a) The bidder quoting the lowest bidding price having attained 75% and above in the general score shall be ranked first and a score awarded relative to the other bidder's price quotations.

(b) The evaluation committee shall conduct due diligence to Authenticate the Statutory documents submitted by the bidders; ascertain the accuracy of the information (Documentation and experience) given in the tender documents.

(c) Notwithstanding the lowest price as read out during tender opening as well as meeting the 75% pass mark. The results of the due diligence will determine the bidder to be awarded.

(d) Where a bidder is found to have provided documents are not Authentic/ Untrue information or Fraudulent information will be disqualified.

(e) The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the BEST VALUE FOR MONEY.

16 NO Alternative Tenders ALLOWED (ITT 15.1)

17 NO MARGIN OF PREFERENCE APPLICABLE IN THIS TENDER

Post qualification and Contract ward (ITT 39), more specifically,

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings 10,000,000

ii) Minimum average annual turnover of Kenya Shilling *10,000,000 Ten Million*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last three (3) years.

iii) At least *Five* contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings 5,000,000 Five Million Kenya Shillings equivalent.

iv) Contractor's Representative and Key Personnel, which are specified as per T.S.1

v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as per T.S.1.

Other conditions:

a) **History of non-performing contracts**:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last Five years. The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last *Five Years.* All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

ii) All italicized text is to help Tenderer in preparing this form.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.

iv) TheFormofTendershallincludethefollowingFormsdulycompletedandsignedbytheTenderer.

a) Tenderer's Eligibility-Confidential Business Questionnaire

b) Certificate of Independent Tender Determination

c) Self-Declaration of the Tenderer

Date of this Tender submission:_____**25th June, 2026**

ITT No.:_____[*insert number of ITT process*]

Alternative No.:_____[*insert identification No if this is a Tender f or an*

alternative] To:_____**[*insert complete name of Procuring Entity*]**

a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;

c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by Dedan Kimathi University of Technology based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;

d) **Conformity:** We offer to provide the Non-Consulting Services inconformity with the tendering document of the following: Provision of Security Services

e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: *[Insert one of the options below as appropriate]*
In accordance with the Conditions of Contract, Specifications for the Provision for Security, we, the undersigned offer to Security services therein for the sum of ***Kshs***._____*[Amount in figures]*Kenya Shillings_____
_____*[**Amount in words**]*

f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are: [*Specify in detail each discount offered.*]

ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable),and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) a s a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;

j) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers,or service providers for any part of the contract,are not subject to,and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];

g) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

*a) [Delete if not appropriate, or amend to suit]*We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

l) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

p) **Collusive practices**: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.

q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from_____(*specify website*) during the procurement process and the execution of any resulting contract.

r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

i) Tenderer's Eligibility; Confidential Business Questionnaire–to establish we are not in any conflict to interest.

ii) Certificate of Independent Tender Determination–to declare that we completed the tender without colluding with other tenderers.

iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **"Appendix 1- Fraud and Corruption**" attached to the Form of Tender.

Name of the Tenderer:..... *[*insert complete name of person signing the Tender*]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:.....**[*insert complete name of person duly authorized to sign the Tender*]

Title of the person signing the Tender:..... [*insert complete title of the person signing the Tender*]

Signature of the person named above: .....[*insert signature of person whose name and capacity are shown above*]

Date signed..... [*insert date of signing*] **day of** .....[*insert month*], [*insert year*]

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV.* Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

b) **Sole Proprietor,** provide the following details.

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

© **Partnership,** provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company,** provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent) …….....…....

Issued Kenya Shillings (Equivalent) …….....…

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in…….....…… (*Name of Procuring Entity)* who has/have an interest or relationship in this firm? Yes/No…….....……

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specifiedin this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

_____ _____

(Signature) *(Date)*

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the Dedan Kimathi University of Technology for Provision of Security Services: _____
_____*[Name and number of tender]* in response to the request for tenders made by:_____*[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of_____*[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   a) Has been requested to submit a Tender in response to this request for tenders;
   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, a s applicable]:
   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) methods, factors or formulas used to calculate prices;
   c) the intention or decision to submit, or not to submit, a tender; or
   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name_____

Title_____

Date

_____

[Name, title and signature of authorized agent of Tenderer and Date]

iii) SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER 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 tender 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 herein above is true to the best of my knowledge, information and belief.

……. ……. ……
(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER 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 of Tender No. …….. for ……..*(insert tender 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 tender

5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

…… ……..... .....
(Title) (Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I,.....(person) on behalf of ***(Name of the Business/ Company/Firm***) ….....……. declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign…….....….....

Position…….....

Office address……. Telephone…….....

E-mail…….....

Name of the Firm/Company…….....

Date…….....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name…….....

Sign…….....

Date…….....

iv) APPENDIX1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(no. 33 of 2015)* and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.

2.2 Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted be low highlight Kenya's policy of no tolerance for such practices and behavior:

1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;

3) Without limiting the generality of the subsection (1) and (2), the person shall be: -

   a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or

   b) if a contract has already been entered into with the person, the contract shall be voidable;

4) The voiding of a contract by Dedan Kimathi University of Technology under subsection (7) does not limit any legal remedy Dedan Kimathi University of Technology may have;

3. An employee or agent of Dedan Kimathi University of Technology or a member of the Board or committee of Dedan Kimathi University of Technology who has a conflict of interest with respect to a procurement: -

a) Shall not take part in the procurement proceedings;

b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding officer. etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

   i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) “obstructive practice” is:

a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of Dedan Kimathi University of Technology or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive he procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act sand Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

---

[1] *For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in*
A consultancy, and rendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by Dedan Kimathi University of Technology to address specific matters related to investigations/ audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format)deemed relevant for the investigation/ audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

2. TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:.....*[insert date (as day, month and year) of Tender submission*]

ITT No.:..... *[insert number of Tendering process]*

Alternative No:..... *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name: .....*[insert Tenderer's legal name]*

2. In case of JV, legal name of each member: .....*[insert legal name of each member in JV]*

3. Tenderer's actual or intended country of registration: .....*[insert actual or intended country of registration]*

4. Tenderer's year of registration: .....*[insert Tenderer's year of registration]*

5. Tenderer's Address in country of registration: .....*[insert Tenderer's legal address in country of registration]*

6. Tenderer's Authorized Representative Information

   Name: .....*[insert Authorized Representative's name]*

   Address.....*[insert Authorized Representative's Address]*

   Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*

   Email Address:.....*[insert Authorized Representative's email address]*

7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*

   ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.

   ☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1.

   In case of state-owned enterprise or institution, in accordance with ITT4.6 documents

   establishing:

   i) Legal and financial autonomy

   ii) Operation under commercial law

   iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity

   ☐ A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderers hall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

Date: .....*[insert date (as day, month and year) of Tender submission*]

ITT No.: ..... *[insert number of Tendering process]*

Alternative No.: .....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name:..... *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name:..... *[insert JV's Member legal name]*
3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Tenderer's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Tenderer's JV Member's authorized representative information Name: .....*[insert name of JV's Member authorized representative]* Address:..... *[insert address of JV's Member authorized representative]* Telephone/Fax numbers:..... *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address:..... *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8.Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (hereinafter called" the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called" the Tender") for the execution of _____ Under Request for Tenders No. _____ ("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

   a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or

   b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____

[signature(s)]

QUALIFICATION FORMS

1. FORM EQU:EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	
	Telephone	Contact name and title

Sub contracts from Local sources

Local materials

Fax

Use of Local Plant and Equipment

Add any other items

2. FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer

Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Jobtitle:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	**Role**	**Duration of involvement**	**Relevant experience**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

DECLARATION

I, the undersigned..... *[insert either "Service provider's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:-

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

a) be taken into consideration during Tender evaluation;

b) result in my disqualification from participating in the Tender;

c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel:_____[*insert name*]

Signature:_____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature:_____

Date: (day month year): _____

-
-
-

11. FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name:_____

Date:_____

ITT No. and title:_____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	**Non- performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification:_____ Name of Procuring Entity:_____ Address of Procuring Entity:_____ Matter in dispute:_____ Party who initiated the dispute:___ Status of dispute:_____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

D No Litigation History in accordance with Section Ill, Evaluation and Qualification Criteria, Sub-Factor 2.4.

D Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year}	*[insert percentage}*	Contract Identification : [indicate complete contract name, number, and any other identification] Name of Procuring Entity: *[insert full name}* Address of Procuring Entity: *[insert street/city/country* Matter in dispute: *[indicate main issues in dispute}* Party who initiated the dispute: *[indicate " Procuring Entity" or "Contractor"}* Reason(s) for Litigation and award decision *[indicate main reason(s)}*	*[insert amount}*

Financial Situation and Performance

Tenderer's Name:_____

Date:_____

ITT No. and title:

_____

Financial Data

Type of Financial information in (currency)	**Historic information for previous** _____ *years,*				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for_____years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor3.1.The financial statements shall:

a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).

b) Be independently audited or certified in accordance with local legislation.

c) Be complete, including all notes to the financial statements.

d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements[1] for the_____years required above ; and complying with the requirements

[2] *If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.*

1. NOTIFICATION OF INTENTION TO AWARD

[*This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.*] [*Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form*] For the attention of Tenderer's Authorized Representative

Name: .....*[insert Authorized Representative's name]*

Address: .....*[insert Authorized Representative's Address]*

Telephone numbers: .....*[insert Authorized Representative's telephone/fax numbers]*

Email Address:..... *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION:..... This Notification is sent by: [*email/fax*] on [*date*] (local time)

Procuring Entity: .....*[insert the name of the Procuring Entity]*

Contract title:..... *[insert the name of the contract]*

ITT No: .....*[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) Request a debriefing in relation to the evaluation of your Tender, and/or

b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

I). The successful Tenderer

Name:	[*insert nameof successful Tenderer*]
Address:	[*insert addressof the successful Tenderer*]
Contract price:	[*insert contract priceof the successful Tender*]

ii). Other Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

	Tender price	Evaluated Tender price (if applicable)
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]

iii). How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3)Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention: .....[*insert full name of person, if applicable*]

Title/position: .....[*insert title/position*]

Agency: .....[*insert name of Procuring Entity*]

Email address:..... [*insert email address*]

If your request for a debriefing is received within the3Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

iv. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [*insert date and time*].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention:.....[*insert full name of person, if applicable*]

Title/position:..... [*insert title/position*]

Agency: .....[*insert name of Procuring Entity*]

Email address:..... [*insert email address*]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Stand still Period and received by us before the Stand still Period ends. In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at info@ppra.go.ke or complaints@ppra.go.ke

v). Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.
If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature:_____

Name:_____

Title/position:_____

Telephone:_____

Email: _____

2. NOTIFICATIONOFAWARD-FORM OF ACCEPTANCE

[Form head paper of the Procuring Entity]

.....*[date]*

To:.....*[name and address of the Service Provider]*

This is to notify you that your Tender dated*[date]*forexecutionofthe*[nameoftheContractandidentificationnumber, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed

AuthorizedSignature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

3. FORM OF CONTRACT

[Form head paper of the Procuring

Entity] **LUMP SUM**

REMUNERATION

This CONTRACT(herein after called the "Contract") is made the *[day]* day of the month of*[month]*,*[year]*, between, on the one hand,*[name of Procuring Entity]*(herein after called the "Procuring Entity") and, on the other hand, *[name of Service Provider]*(hereinafter called the" Service Provider").

[***Note****: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:*"…(herein after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to Dedan Kimathi University of Technology for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]*and*[name of Service Provider]*(herein after called the "Service Provider").]

WHEREAS

a) Dedan Kimathi University of Technology has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

b) the Service Provider, having represented to Dedan Kimathi University of Technology that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
   a) The Form of Acceptance;
   b) The Service Provider's Tender
   c) The Special Conditions of Contract;
   d) The General Conditions of Contract;
   e) The Specifications;
   f) The Priced Activity Schedule; and
   g) The following Appendices: [***Note****: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*.]

   Appendix A: Description of the Services
   Appendix B: Schedule of Payments
   Appendix C: Subcontractors
   Appendix D: Breakdown of Contract Price
   Appendix E: Services and Facilities Provided by the Procuring Entity

2. The mutual rights and obligations of Dedan Kimathi University of Technology and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) Dedan Kimathi University of Technology shall make payments to the Service Provider in accordance with the provisions of the Contract.

   INWITNESSWHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

   For and on behalf of_____*[name of Procuring Entity]*

_____*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

_____*[Authorized Representative]*

[***Note*** *:If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner*:]

For and on behalf of each of the Members of the Service Provider

.....*[name of member]*

.....*[Authorized Representative]*

..... *[name of member]*

.....*[Authorized Representative]*

4 **FORM OF TENDER SECURITY** (Bank Guarantee) *[The bank shall fill in this*

Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form

head or SWIFT identifier code]

Beneficiary:.....*[Procuring Entity to insert its name and address]*

ITT No.:.....*[Procuring Entity to insert reference number for the Request for Tenders]*

Alternative No.*:* .....*[Insert identification No if this is a Tender for an*

alternative] **Date:** .....*[Insert date of issue]*

TENDER GUARANTEE No.:.....*[Insert guarantee reference number]*

Guarantor: .....*[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that_____*[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members there of]*(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of_under Request for Tenders No._____("The ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or

(b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreementsignedbytheApplicantandtheperformancesecurityissuedtothe Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the

end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION VII - ACTIVITY SCHEDULE/ PERFORMANCE SPECIFICATIONS

5.1 OBJECTIVES

DeKUT is committed to protecting its members of staff and persons lawfully present at the workplace against security risks from employment or their association with the organization. To realize this obligation, **DeKUT** intends to invite potential qualified service providers to submit proposals with regard to provision of security services including requisite on site security equipment for a period of two (2) years' subject to requisite performance evaluation at the end of the first year.

Overall objectives

(a) Ensure security and safety of members of staff, customers, tenants, stakeholders and assets/property of **DeKUT** and within the **DeKUT** premises.

(b) Offer advice on suitable mitigation strategies to address any safety and security matters relating to **DeKUT** and at **DeKUT** premises.

(c) Provision of maintenance service to requisite security equipment.

Specific objectives of the Security Service Provider

Security service personnel are required to perform duties at the **DeKUT** Main Campus situated Off the Nyeri-Nyahururu Road, Nyeri and at other office premises as advised.

The security services that shall be provided on the said premises entail the following:

(a) Patrolling of premises.
(b) Access control.
(c) Screening/scanning of personnel/vehicles.
(d) Escort services on need basis.
(e) Protection of building and other assets and property.
(f) General crime prevention measures.
(g) Building reception services.
(h) Safety precaution adherence

5.2 SCOPE OF WORK

(a) Security services shall be performed on 7 days per week on a 24-hour basis.
(b) Contracted Security Guards shall have the following shifts.
(**From 0600 hours to 1800 hours - Day shift** (ii) **From 1800 hours to 0600 hours - Night shift)**
The number of guards per shift will depend on the assignment and the related contract performance.

Job description

(a) The security service shall include control of entries and exits, body search and ID card check/verification of the incoming people other than the members of staff/ tenants or other people as may be advised.

(b) Ensure security and safety to persons and property within DeKUT premises or as advised.

(c) Inspect and monitor all vehicles entering and exiting the premises.

(d) Assisting visitors upon their arrival at the respective floors within **DeKUT** building in an effective, kind and professional manner, registering their names and directing them to the relevant offices. Knowledge of English and Kiswahili languages is essential. The guards may be called upon to perform reception duties.

(e) All visitors coming to the building and wishing to pay a visit shall, irrespective of their identity, be visually searched thoroughly without letting him/her notice it or treated as if he/she were a suspect.

(f) The management and supervisors of the contracted security firm shall be expected to establish coordination with, and receive work related instruction, if any, from the Security Office or his assignee responsible for security of **DeKUT** and shall accommodate the instructions therein and escalate any issues that may go beyond their power.

(g) The contracted security firm shall be provided with the list of names of members of staff authorised to park vehicles in **DeKUT** Towers II to enable them control entry/exit to the premises and to the parking bay accordingly.

(h) Entries and exits after normal working hours by members of staff and tenants shall be recorded in the Occurrence Book (OB) and the **DeKUT** Security Office shall be notified of the same the next morning.

(i) The contracted security firm shall maintain an occurrence book(s) in which all matters of security concern shall be recorded. The supervisor shall be required to make daily entries on security matters such as inspection and incidences. Any incidence shall be proceeded with a situation report to theSecurity Office of **DeKUT** Guards shall also be expected to maintain vehicle movement registers and other operating instructions set by **DEKUT**. These books are to be checked and counter signed by the Security Officer at DeKUT or his deputy on daily basis. The books remain the property of DEKUT.

(j) The contracted security firm shall at the end of every month compile a security incidences report on all matters of security concern during the month. The report shall be addressed to the **DeKUT Contract Implementation Team (CIT)** coordinated by the Chairman and/or Security Office at **DeKUT**.

(k) A high level of security performance in the execution of work is expected. Poor performance and substandard quality of work shall constitute sufficient grounds for termination of the agreement.

(l) There will be no extra charges for Saturdays, Sunday and Public Holidays.

(m) If need be, there shall be escorts provided by the contracted security firm as either backup or on board escort.

(n) The specific duties of security personnel in respect of the premises shall be as described in the Service Level Agreement (SLA) as agreed upon by the contracted security firm and **DeKUT**.

(o) The bidders shall include the standing operating procedures (SOP's) in the tender document. The standing operating procedures (SOP's) may be amended from time to time in agreement with both parties.

Compliance expectations

a) The purpose of access control is to prevent unauthorized access of persons and vehicles and prohibit bringing in of any dangerous objects/substances to **DeKUT** premises in order to safeguard the people, the property and the premises.

b) The bidder shall therefore be expected to provide security services taking into consideration the provision of the following laws, regulations, policies and standards:

(a) Occupational Safety and Health (OSH) Act, 2007
(b) Building Regulations.
(c) Work Injury Benefit (WIBA) Act, 2007
(d) Human Resources Policy Manual (**DeKUT**).
(e) Article 29 of the constitution of Kenya 2010.
(f) ISO 9001:2015 Quality Management System or its equivalent
(g) ISO/IEC 27001:2013 Information Security Management System. or its equivalent
(h) Other related statutes.

5.3 GENERAL REQUIREMENTS

The following comprise the general requirements the contracted security firm shall comply with:

(a) Hire and pay competitive salaries to the guards, supervisors, liaison officers/project officer and managers without depending on monthly payment from DeKUT.

(b) Provide sound and effective security guarding dogs with ability to track and detect, with trained dog handlers and a kennel

(c) Provide sound radio communication including alarm system, HF and VHF with established base station and suitable electronic communication at **the Main Campus** and **other** premises, deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with Communications Commission of Kenya (CCK) Radio Communication licenses.

(d) Guards, their supervisors/managers must be trained on fire detection, first aid, prevention and firefighting techniques, disaster management and crowd control/dispersal

(e) Guards shall be expected to attend fire emergency drills, fire prevention, detection and control. (repetition of 'd' above)

(f) Provide adequate number of guards to provide security of **DeKUT** assets and property.

(g) Provide educated (literate) and trained guards capable of maintaining records and use of access control gadgets and other security equipment such as radios, Close Circuit Television (CCTVs), luggage scanner and body scanner.

(h) Be able to provide assembly control in cases of large crowds/human traffic.

(i) Be able to summon police, fire brigade and ambulances in case of emergencies.

(j) Appoint personnel who have knowledge in the legal and practical limitations in relation to searching of persons, property and vehicles at **DeKUT** premises.

(k) All security officers and personnel to be subjected to a thorough medical examination and declared fit for their duties. Relevant medical certificates to be produced on request.

(l) All security officers and personnel to be subjected to an effective supervisory arrangement and procedures where **DeKUT** shall make periodical checks/visit. This will be on a 24 hours' basis throughout the term of contract.

(m) All guard dogs used by such security firms will be required to be medically examined and medical certificates provided. The quality of breeds of such dogs must be indicated and certified by a veterinary doctor.

5.4 **OTHER REQUIREMENTS**

(a) Kitting/Equipment

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

- Peak caps/berets
- Whistles with lanyards
- Torches and batteries/night batons
- Serviceable military boots
- Other security equipment like electronic metal detectors, undercarriage mirrors.
- Sweaters
- Clean, presentable uniforms at all times while on duty
- Clubs
- Identification badges
- Umbrellas and any other protective clothing
- A performance assessment report form shall be completed by both parties on monthly basis.

Note: Guards without proper uniform shall be considered absent and the day's salary deducted from the current month invoice.

(b) **Logistics**

The contracted security firm shall make arrangements and be responsible at their own cost for the following:

(i) General transport requirements for all its personnel to and from the assignment to be factored in the overall unit price.
(ii) Provision of communication equipment for the assignment. All patrol vehicles must be fitted with vehicular radio communications.
(iii) Prepare assignment instructions for each post/guard.
(iv) Back-up systems in cases of emergency. Including chase cars to assist in arresting offenders.

(c) **Insurance**

General requirements of insurance policies

The contracted security firm shall procure insurance policies as follows:

(i) **Professional indemnity insurance policy**

The contracted security firm shall insure its security officers and dogs engaged in the performance of this agent against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act of default of DeKUT, its servants or agents, the contracted security firm will indemnify DeKUT against all actions claims and demands in respect of such injury.

(ii) Work Injury Benefit Act (WIBA)

Work Injury Benefit Act to cover all the employees for any liability as per the government.

(iii) Motor insurance policy

The contracted security firm should ensure that all their operations vehicles have the mandatory minimum third party risk cover.

The contracted security firm shall:

(a)Produce insurance policies or certificates of all the above mentioned policies.
(b)Make no material alterations to the terms of any insurance without DeKUT approval. If an insurer

makes any material alterations to the terms of the contracted security firm shall forthwith notify DeKUT

(c) In all respects comply with any condition stipulated in the insurance policy.

(iv) Sign plates

The contracted security firm shall at its own cost and subject to the prior approval thereof, provide sign plates indicating that the premises are being guarded by the security company, the building is under Close Circuit Television (CCTV) surveillance and that guard dogs in use are not a threat.

(v) Indemnity

The contracted security firm shall indemnify and keep indemnified University, its servants and agents against loss of or damage to property or bodily injury sustained by it or them or reason or reason of any act, omission or neglect of the security company, its servants or agents whilst performing their duties under this agreement and against dishonesty of its security officers whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by the university, its servants or agents or third parties lawfully on the premises by reason of any act or omission or neglect of the security company, its servants or agents.

(vi) Notice of all claims by DeKUT in respect of any loss damage or injury or consequential or indirect loss shall be given in written to the Contractor giving details of such loss, damage or injury of consequential or indirect loss within fourteen (14) days after the discovery of such damage loss or injury.The Contractor shall be expected to respond in writing admitting liabilities or otherwise. Any disputes arising thereof shall be dealt as provided under dispute resolution clause.

5.1 FURTHER INSTRUCTIONS

(a) The required service level is of high standard and as such:

- Guards should be well disciplined and trained in security matters with a minimum level of form four (KCSE)/O level education. (Provide proof of education/professional qualification of guards).
- Guards should be dressed daily in clean and well cut uniforms.
- Guards should be of impeccable character, honest and of high integrity.
- Knowledge of operating electronic security equipment.
- Must be able to communicate and express themselves clearly in the national and official languages.
- Must be trained in customer care and public relations tenets.

- All security guards must have certificate of Good Conduct from the Directorate of Criminal Investigation (DCI) of the Kenya Police Service.
- In the event of a security breach, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to the security officer/DeKUT management for decision making and subsequent insurance processes as applicable.

(a) Guards are expected to have been trained on basic investigation techniques and prevention of scenes crime.

(b) All guards, supervisors and managers of any service provider(s) shall be expected to adhere and observe all security operating instructions that shall be given to them from time to time.

(c) All guards shall be expected to have the ability to use their positive initiative whenever they shall be confronted with a security issue without jeopardizing on the overall security arrangement.

(d) Guards are prohibited from sleeping, smoking, lighting of bonfires, or chatting during working hours.

(e) Guards are expected to be time conscious.

(f) There are no medical facilities on site however, similar services may be obtained from government and private clinics.

(g) Due to high electrical accidents risks, guards must not tamper with any apparatus, switches, meters and accessories.

(h) Safety precautions shall be adhered to by the guards at all times within **DeKUT** premises. Guards are further prohibited from operating any type of equipment, driving of company or staff vehicles or any other item within their reach.

(i) Area operating procedures and instructions shall be provided on site.

5.6 PERSONNEL REQUIREMENTS

(a) The personnel requirements will include without limitation as noted in section VI: Schedule of Requirements.

(i) Under no circumstances shall a security guard be allowed to render two (2) successive shifts in one day nor shall each guard's schedule of duty overlap with that of another; otherwise, DeKUT shall have no obligation to pay the contracted security firm for the unauthorized excess hours.

(ii) The contracted security firm must ensure that all security posts are manned in accordance with the approved schedule and Security Plan.

(iii) The list of equipment that the contracted security firm must provide throughout the duration of the contract has to be enumerated during posting/manning hours and required equipment per area of responsibility. The provision for maintenance of said equipment shall be at the expense of the contracted security firm including communication equipment.

(iv) The contracted security firm must ensure that the required equipment is provided and readily available at all times, in good condition and functional throughout the duration of the contract.

(v) Equipment found defective should be replaced immediately with a functional one.

(b) The contracted security firm shall undertake the following functions and responsibilities:

i) Secure and protect **DeKUT** offices, members of staff and visitors fromassault, harassment, threat and intimidation within the **DeKUT** area of responsibility.

ii) Secure and protect the facilities/properties of **DeKUT** from theft, robbery, arson, destruction and damage and other related crimes punishable by law.

iii) and comply with the **DeKUT** rules and regulations and other Standard Operating Procedures (SOPs) formulated by **DeKUT** relative to the maintenance of security and safety within the **DeKUT** office premises.

iv) In case of damage to or loss of **DeKUT** properties due to the negligence or due to failure to fulfill its obligations, of the security company or its guards, as determined by the result of a joint formal investigation conducted by the security company and **DeKUT**, the contracted security firm is liable to compensate **DeKUT** or the cost of losses or damages

v) Prepare and submit a daily activity and situation report to cover all activities related to the implementation of security operations for the area of responsibility to include summary of any incidents that transpired during the day.

vi) Conduct regular refresher training and proficiency to enhance skills/ability of the guards and maintain their awareness on the safe and proper handling of security matters. Further, test serviceability/function ability of all security equipment used by security guards.

vii) Prevent any intrusion to **DeKUT** premises. Should guards fail to discharge this duty, the service provider shall be required to remove the said guards and replace immediately upon verbal or written notification by **DeKUT** Should the service provider fail to discharge its duty,

viii) **DeKUT** shall take necessary action taking into account the contract terms with the intention to exit from further obligations with the service provider.

(c) **Staffing capacity**

The contracted security firm must be duly registered and have obtained relevant legal documentation to operate as a Security Company and must have been in continuous business operation as Security Company for the last five (5) years.

In addition to the foregoing, the following shall apply:

(i) Staff capacity of at least 300 guards widely deployed.

(ii) Capable of doubling the number of guards in the area of assignment if required.

(iii) Not blacklisted by any government or private entity

(iv) .Completed at least three (3) similar contracts for security services during the past 3 years.

5.7 COMPREHENSIVE SECURITY PLAN

The comprehensive security plan of the contracted security firm shall be submitted to **DeKUT** upon issuance of Notice of Award (NOA) for review. **DeKUT** shall send a written notification to the security agency on revisions, if any. Thereafter, the final security plan must be submitted upon issuance of the notice to proceed.

5.8 INVOLVEMENT OF DeKUT MEMBERS OF STAFF

The contracted security firm will be required to involve **DeKUT** members of staff particularly security officers where applicable to ensure quality delivery of service.

5.9 EXPECTED DELIVERABLES

The contracted security firm shall:

(i) Provide and execute guarding services necessary for the work in accordance with private security industry standards, labour laws and any other relevant regulations, including, but not limited to execution of work as per details on
(ii) scope of works above.
(iii) Invoice for services rendered at the end of every month for payment.

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

A. General

Provisions Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) The Adjudicator is the person appointed jointly by Dedan Kimathi University of Technology and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause8.2 hereunder.

b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;

c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity

d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.

g) "Procuring Entity" means Dedan Kimathi University of Technology or party who employs the Service Provider

h) "Foreign Currency" means any currency other than the currency of Kenya;

i) "GCC" means these General Conditions of Contract;

j) "Government "means the Government of Kenya;

k) "Local Currency "means Kenya shilling;

l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards Dedan Kimathi University of Technology under this Contract;

m) "Party" means Dedan Kimathi University of Technology or the Service Provider, as the case maybe, and "Parties" means both of them;

n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;

o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;

p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity

q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity

s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.

t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses3.5and4;

u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

v) "Project Manager" shall the person appointed by Dedan Kimathi University of Technology to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by Dedan Kimathi University of Technology and notified to the

Contractor.

w) "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya**.**

1.3 Language

This Contract has been executed in the English language**,** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC.**

1.5 Location

The Services shall be performed at such locations as a specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as Dedan Kimathi University of Technology may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by Dedan Kimathi University of Technology or the Service Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, interalia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC.**

2.2 Commencement of Services

1.2.1 Program

Before commencement of the Services, the Service Provider shall submit to Dedan Kimathi University of Technology for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause3.8.Inthiscase,the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract,"ForceMajeure"meansaneventwhichisbeyondthereasonablecontrolofa Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and(b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period with in which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Procuring Entity

Dedan Kimathi University of Technology may terminate this Contract, by not less than thirty(30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs(a)through
(d) of this Sub-Clause 2.6.1:

a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as Dedan Kimathi University of Technology may have subsequently approved in writing;

b) if the Service Provider become insolvent or bankrupt;

c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

d) If the Service Provider, in the judgment of Dedan Kimathi University of Technology has engaged in Fraud

and Corruption, as defined in paragraph2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and
(b) of this Sub-Clause 2.6.2:

a) If Dedan Kimathi University of Technology fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment up on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, Dedan Kimathi University of Technology shall make the following payments to the Service Provider:

a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remunerationinconnectionwiththisContractortheServices,andtheServiceProvidershallnotacceptfortheir own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall bed is qualified from providing goods, works, or Services(other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;

b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;

c) After the termination of this Contract, such other activities as may be **specified in the SCC.**

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 **The Service Provider** (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub contractors', as the case may be)own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC;** and (b) at the Procuring Entity's request, shall provide evidence to Dedan Kimathi University of Technology showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

a) Entering into a subcontract for the performance of any part of the Services,

b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

c) changing the Program of activities; and

d) Any other action that may be **specified in the SCC.**

3.6 Reporting Obligations

The Service Provider shall submit to Dedan Kimathi University of Technology the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to Dedan Kimathi University of Technology at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** Dedan Kimathi University of Technology may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, Dedan Kimathi University of Technology shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a

penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause7.2 and **specified in the SCC.**

3.9 Performance Security

The Service Provider shall provide the Performance Security to Dedan Kimathi University of Technology no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

Dedan Kimathi University of Technology requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. Dedan Kimathi University of Technology requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4 Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix Care hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

a) Except as Dedan Kimathi University of Technology may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

b) If Dedan Kimathi University of Technology finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

Dedan Kimathi University of Technology shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the

amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

5.3 Services and Facilities

Dedan Kimathi University of Technology shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub- Clauses2.4and6.3.

6.2 Contract Price

a) The price payable is **set forth in the SCC.**

b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify,** the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.

6.3.3 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:*(corrected tender price–tender price)/tender price X100*.

6.4 Terms and Conditions of Payment

Payments terms are 90 Days. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to Dedan Kimathi University of Technology specifying the amount due.

6.5 Matters that may be referred to arbitration

6.5.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

a) The appointment of a replacement Supervisor upon the said person ceasing to act.

b) Whether or not the issue of an instruction by the Supervisor is empowered by these Conditions.

c) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless Dedan Kimathi University of Technology and the Contractor agree otherwise in writing.

6.6 Amicable Settlement

8.3.1 Where a Notice of Dis satisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

6.7 Arbitration

6.7.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

6.7.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

6.7.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

6.7.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

6.7.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

6.8 Arbitration with proceedings

6.8.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

a) Law Society of Kenya or

b) Chartered Institute of Arbitrators (Kenya Branch)

6.8.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

6.8.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

6.8.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

6.8.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

6.8.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

6.8.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

6.8.8 The award of such Arbitrator shall be final and binding upon the parties.

6.9 Failure to Comply with Arbitrator's Decision

6.9.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9.1 The Adjudicator

9.1.1 Should the Adjudicator resign or die, or should Dedan Kimathi University of Technology and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by Dedan Kimathi University of Technology and the Service Provider. In case of disagreement between Dedan Kimathi University of Technology and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

B. The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC,** together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between Dedan Kimathi University of Technology and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

C. APPENDICES

Appendix A - Description of the Services

1. **SERVICE REQUIREMENTS**

The successful Bidder will be expected undertake the following:-

(a) All assignment areas should be manned by required personnel at all times.

(b) All guards should be in well groomed, in full uniform and presentable while on assignment.

(c) Guards must report on duty 15 minutes before change over time.

(d) All vehicles entering and exiting Company premises should have the occupants / items checked and logged in the register before authority to proceed is granted. All company equipment or furniture being removed from premises must be accompanied by duly authorized gate passes whose copy should be retained by the guard.

(e) Guards must be literate and able to communicate and express themselves verbally and in writing in the national language.

(f) Guards should exhibit courtesy, respect and customer care while undertaking their duties.

(g) Provide trained security dogs and dog handlers where required.

(h) The guards should be able to conduct crowd control.

(i) All persons employed and deployed to Dedan Kimathi University must be medically fit to undertake their duties. Relevant Medical Certificates to be produced upon request.

(j) All persons employed and deployed to Dedan Kimathi University should be of legal age and have Certificates of Good Conduct.

(k) All guard dogs will be required to be medically examined and medical certificates supplied. The quality of breeds of such dogs must be indicated and certified by a veterinary doctor.

(l) The Security Company will conduct regular reviews as prescribed in the Performance Assessment Form of the service.

(m) There will be no extra charges for Saturdays, Sundays and Public Holidays.

(n) Guards must not tamper with any apparatus, switches, meters and accessories.

2. MAINTENANCE OF AN OCCURRENCE BOOK

The procuring entity will provide OB as required where daily occurrences will be recorded and the supervisors will sign to certify their physical visits or change of guards, i.e. Occurrence Books and note any incidences during the execution of the Works. The Occurrence Book will be the property of Dedan Kimathi University.

3. KITTING/EQUIPMENT

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

Peak Caps/Berets

(b) Whistles and Lanyards

(c) Torches and batteries

(d) Serviceable military boots

(e) Great Coats

(f) Sweaters

(g) Clean, presentable Uniforms (Shirt & Trousers) and Tie where applicable at all times while on duty.

(i) Identification badges

(j) Communication equipment

(k) Umbrellas and any other protective clothing.

(m) A performance Assessment Report form shall be completed by both parties on monthly basis.

4. LOGISTICS

4.1 The Security Company shall make arrangements and be responsible at their own cost for the following:

4.1.1 General transport requirements for all its personnel to and from the assignment to be factored in the overall unit price.

5. INSURANCE

5.1 General requirements of Insurance Policies

The Security Company shall procure and maintain Insurance Policies as follows;

Work Injury Benefit Policy or Group Personal Accident Policy or Employers Liability Policy

Contractual Liability Cover with a minimum liability of Kshs.2, 000,000/- per year.

6. SIGN PLATES

6.1 The Security Company shall at its own cost and subject to the prior approval thereof, provide sign plates indicating that the Premises are being guarded by the Security Company and that guard dogs in use are not a threat.

7. INDEMNITY

7.1 The Security Company shall indemnify and keep indemnified Dedan Kimathi , its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Security Company, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Security Officers whilst performing their duties hereunder and THIS shall include any loss damage injury or any consequential or indirect loss sustained by Dedan Kimathi, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Security Company its servants or agents.

7.2 In the event of a loss, investigations must commence immediately by both parties in conjunction with the Police. The investigations shall be co-ordinated by the Area Protective Services Officer who will report his/her findings to the Chief Protective Services Officer for action.

8. CLAIMS

8.1 Notice of all claims by Dedan Kimathi in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Contractor giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury. The Contractor shall be expected to respond in writing admitting liabilities or otherwise. Upon written admission of liability, the contractor shall, within thirty (30) days from the date of the claim proceed to settle the claim by making good the claim particulars as demonstrated by the employer. If after the expiry of thirty days the contractor will not have made good the claim, the employer shall deduct the claim amount from the subsequent payment due to the contractor. Any disputes arising thereof shall be dealt with as provided under Dispute resolution clause in SC20.

Appendix B - Schedule of Payments and Reporting Requirements

Credit terms are 90 days and all reports must be submitted the Senior Security Officer

Appendix C - Breakdown of Contract Price

In consideration of the services to be rendered by the Security Company under this Agreement Dedan Kimathi shall pay to the Security Company such fees and charges as specified in the Second Schedule of this Agreement.

9.2 Dedan Kimathi shall pay to the Security Company the Contract Price within Thirty (30) days upon receipt of certified invoices confirming that the invoiced services have been rendered in accordance to the contract.

9.2 The said fees and rates shall be valid for the entire period of this Agreement and no variation thereto will be effected

Appendix D - Services and Facilities Provided by the Procuring Entity

None

SPECIAL CONDITIONS OF CONTRACT

Clauses in Special Conditions of Contract	**Special Conditions of Contract**
Obligations of the Service Provider clause 3	The Service provided under this contract shall conform to section IV of the contract or more specifically to the service description, standard specification, frequency and outcome table or any other guidelines that may be given by the University. The Service provider in performance of its duties ,use the standard of equipment, tools and Staff which shall conform to samples that will have been shown to the Contractor by the University. Provided that, in performance of its duties under this contract, where the service provider fails to provide any of the items specified under section V.
Performance Security 3.9	Performance Security will be 5% of Contract price in form of a Bank Guarantee from a reputable bank
Commencement of Service 1.2.1	Seven days prior to commencement of this contract, the contract shall upon issuing a notice to the University, perform as below: a. Provide a program of the schedule of Activities for Approval by DeKUT b. Assemble within the compound of the University, all equipment, tools and chemicals or materials specified in section IV c. Deliver a schedule of staff intended for deployment at the compound of the University and shall state accurately the Full Names, Identity Card Numbers, and Certificates of Good Conduct. d. Evidence of WIBA Insurance Cover as per Clause 2.4
Commencement Date: 2.2.2 ***Completion Date:2.3***	The contract shall commence on Thursday 1st July,2021 till Thursday 30th June,2022 with an option or renewal for a further Twelve (12) months upon satisfactory performance
Payments: 2.5.4	Payment for the contract price will be made to the service provider after receipt of an invoice by the University from the service provider and the payment shall be subject to verification of services provided during the month for which payment is sought. The University shall appoint an Inspection and Acceptance Committee which shall verify the services provided during committee shall issue a certificate to that effect. The Committee may also issue a qualified inspection Certificate where the standards or quality of service is below the University's Standard. Payments will be processed within thirty(30) days
Price Adjustments:6.6	Price adjustments shall not be allowed during the period of the contract.
Amicable Settlement of Disputes: 8.3	If any Dispute arises out of this Agreement, the dispute shall be referred to the representatives, who shall seek in good faith to resolve the dispute within thirty (30) days of issue being referred, escalating it within their respective companies as necessary for this purpose. In the event that no mutual agreements is reached the matter will be referred for Arbitration.
Termination: 2.6.1	Parties to the Contract before terminating the contract shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Agreement and may not initiate any further proceedings until either party has, by written notice to the other, declared that such negotiations have failed .Any disputes between the parties arising out of or in connection with this agreement which cannot be settled amicably, shall be resolved exclusively by arbitration.
Governing Laws 1.2 ***Language :1.3***	The Contract shall be governed by the Laws of Kenya and shall be in the English Language
Notices : 1.4 ***Authorized Representative:1.6***	Any Notice or other communication which the University or the Service Provider is required or required or Authorized by the contract to serve on the other shall be sufficiently served if sent to: The Vice Chancellor in the Address Specified Below: a) Recorded Hand Delivery; or b) Registered Post ; or c) By E-mail **The Vice Chancellor** **Dedan Kimathi University of Technology ,Main Campus Nyeri** **Private Bag 10143,Dedan Kimathi** **Tel:061-205000** **Email: vc@dkut.ac.ke and Procurement@dkut.ac.ke**

PRICE SCHEDULE OF SERVICES (Must be filled by the prospective bidder)

The prospective bidder should indicate the cost that is necessary to meet the requirements of Dedan Kimathi University of Technology.

Location	ITEM	DESCRIPTION	QUANTITY	UNIT RATE	TOTAL	REMARKS
Main Campus Nyeri-Mweiga Road and Nairuitia	1.	Day guarding services (Male-8 Female-6)	**14**			
	2.	Night guarding services	**17**			
	3.	Dog	**1**			
Total Guards VAT Exclusive			**31+ Dog**			
Add PPRA Levy 0.03%						
Add VAT 16%						
Grand Total All Inclusive						

NOTES TO TENDERERS:

1) ***The services will be rendered on a twelve (12) months contract basis. The services may be extended for a further twelve (12) months, subject to satisfactory performance.***

2) ***Payments shall be made at the end of every month within 30 days upon receipt of Invoice(s).***

3) ***In case of discrepancy between unit and total prices, the unit price shall prevail.***

D. FORMS

SECTION X -CONTRACT FORMS

FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:_____*[insert name and Address of* Procuring Entity*]*

Date:_____*[Insert date of issue]*

PERFORMANCE GUARANTEE No.:_____

Guarantor:..... *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that_____(hereinafter called "the Applicant") has entered into Contract No._____*dated*_____with the Beneficiary, for the execution of _____ (herein after called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(),[1] such sum being payable in the types and proportions ofcurrenciesinwhichtheContractPriceispayable,uponreceiptbyusoftheBeneficiary'scomplyingdemand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the….Day of……, 2…[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."_____

_____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

_____

FORM NO. 3 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]

Beneficiary: _____*[Insert name and Address of* Procuring Entity*]*

Date:_____*[Insert date of issue]*

ADVANCE PAYMENTGUARANTEE No.:_____*[Insert guarantee reference*

number] **Guarantor:***[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that_____(hereinafter called "the Applicant") has entered into Contract No._____*dated*_____with the Beneficiary, for the execution of _____ (herein after called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____() is to be made against an advance payment guarantee.

3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____()[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document ac companying or identifying the demand, stating either that the Applicant:
   a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
   b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number_____at

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90)percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year],* in response to the Beneficiary' s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

.....
[Name of Authorized Official, signature(s) and seals/stamps]
Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

Tender Reference No.:_____[*insert identification no*] Name of the Tender Title/Description:_____*[insert name of the assignment]* to:_____*[insert complete name of Procuring Entity]*

In response to the requirement in your notification of award dated__*[insert date of notification of award]* to furnish additional information on beneficial ownership:_____*[select one option as applicable and delete the options that are not applicable]*

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… Indirect……..	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…….. Indirect……
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?:	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
	Date of birth *[dd/mm/yyyy]*				Direct…… …… Indirect…… ……...	2. Is this influence or control exercised directly or indirectly? Direct…… ….. Indirect…… …
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.						
e.t .c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: .....[insert complete name of the Tenderer]*_____

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]

Date this ..... [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp.