TENDER DOCUMENT

PROVISION OF SECURITY SERVICES UUT/07/2026/2027

UMMA UNIVERSITY
ALONG KAJIADO-NAMANGA ROAD
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KAJIADO

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SECTION I: INVITATION TO TENDER

TENDER REF.NO: **UUT/07/2026/2027**

TENDER NAME: TENDER FOR SECURITY AND GUARD SERVICES

1.1 **Umma University** invites sealed tenders from eligible candidates for **PROVISION OF SECURITY AND GUARD SERVICES for a period of 2 years (2027-2028)**

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

1.3 Interested tenderers may view/obtain/download tender documents at **umma.ac.ke** Suppliers/ service providers must pay a non – refundable fee of Kshs 1,500 and register with the procurement department at procurement@umma.ac.ke. Attach a payment receipt payable at Kenya commercial bank Umma University account number **1198158468,** clearly indicating payment for type of tender document or obtain further information from and inspect the tender documents at:

1.4 Tenders will be opened immediately thereafter in the presence of the candidate's representatives who choose to attend at (Umma University)

VICE CHANCELLOR

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 ELIGIBLE TENDERERS

2.1.1. The Tender is open to providers of **SECURITY AND GUARD SERVICES** who have appropriate and valid accreditations.

2.1.2. Umma University employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Umma University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 A declaration of no conflict of interest is included in the Confidential Business Questionnaires.

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

2.1.5. An anticorruption affidavit as provided is included in the bidding document.

2.2 COST OF TENDERING

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

2.2.2 The **price to be charged** for the tender document to be **Kshs. 1500/=**

2.2.3 Umma University shall allow the tenderer to review the tender document free of charge before purchase.

2.3 CONTENTS OF TENDER DOCUMENTS

2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- Instructions to Tenderers
- General Conditions of Contract
- Special Conditions of Contract
- Details of Service

- Schedule of Requirements
- Form of tender
- Price schedules
- Contract form
- Confidential business questionnaire form
- Tender security form
- Performance security form
- Oaths and Statutory Declaration form
- Bank guarantee for advance payment

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

2.4 CLARIFICATION OF DOCUMENTS

2.4.1 A prospective candidate making inquiries of the tender document may notify Umma University in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders.

2.4.2 Umma University will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the University.

2.4.3 Written copies of the University's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.4 Umma University shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 AMENDMENT OF DOCUMENTS

2.5.1 At any time prior to the deadline for submission of tenders, for any areas Umma University on, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Umma University, at its discretion, may extend the deadline for the submission of tenders.

2.6 LANGUAGE OF TENDER

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

2.7 DOCUMENTS COMPRISING THE TENDER

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

a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- **Tender security furnished is in accordance with Clause 2.12**
- **Confidential business questionnaire**

2.8 FORM OF TENDER

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

2.9 TENDER PRICES

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

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

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

2.10 TENDER CURRENCIES

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 TENDERERS ELIGIBILITY AND QUALIFICATIONS

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Price variation requests shall be processed by Umma University within 30 days of receiving the request.

2.11.3 satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 TENDER SECURITY

2.12.1 The tenderer shall furnish, as part of its tender, **a Tender Security 2.5 % of the tender amount**

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

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

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

2.12.5 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.6 The tender security may be forfeited:

1. If a tenderer withdraws its tender during the period of tender validity specified by Umma University on the Tender Form; or

2. In the case of a successful tenderer, if the tenderer fails:

   a. To sign the contract in accordance with paragraph 30

   or

   b. To furnish performance security in accordance with paragraph 31.

3. If the tenderer rejects, correction of an error in the tender.

2.13 VALIDITY OF TENDERS

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by, Umma University pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the University as nonresponsive.

2.13.2 In exceptional circumstances, Umma University may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 FORMAT AND SIGNING OF TENDER

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

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

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

2.15 SEALING AND MARKING OF TENDERS

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

The inner and outer envelopes shall:

a) be addressed to the Procuring entity at the address given in the Invitation to Tender; and

1.5 bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE WEDNESDAY, 2ND DECEMBER, 2026 AT 10.00 A.M**

2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.3 If the outer envelope is not sealed and marked as required by clause 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 DEADLINE FOR SUBMISSION OF TENDERS

2.16.1 Tenders must be received by Umma University at the address specified under paragraph 2.15.2 no later than **WEDNESDAY, 2ND DECEMBER, 2026 AT 10.00 A.M**

2.16.2 Umma University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the University and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by **VICE CHANCELLORS OFFICE ON 10TH FLOOR** as provided for in the appendix.

2.17 MODIFICATION AND WITHDRAWAL OF TENDERS

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice

may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders. No tender may be modified after the deadline for submission of tenders.

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

2.17.4 Umma University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.18 OPENING OF TENDERS

2.18.1 Umma University open all Technical Bids in the presence of tenderers' representatives who choose to attend, on **Wednesday, 2ND DECEMBER, 2026 AT 10.00 A.M and** in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as, at Umma University its discretion, may consider appropriate, will be announced at the opening.

2.18.3 Umma University will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 CLARIFICATION OF TENDERS

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

2.19.2 Any effort by the tenderer to influence Umma University in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 PRELIMINARY EXAMINATION AND RESPONSIVENESS

2.20.1 Umma University will examine the tenders to determine whether the following are submitted as requested:

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

2.20.3 Umma University may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, Umma University will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Umma University's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by Umma University and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 CONVERSION TO A SINGLE CURRENCY

2.21.1 Where other currencies are used, Umma University will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 EVALUATION AND COMPARISON OF TENDERS

2.22.1 Umma University will evaluate and compare the tenders which have been determined to be substantially responsive.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 Umma University's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

Technical Evaluation

1) That the firm has a branch office in each area with proof of physical location, contact person and telephone numbers.
2) Proof of continuous training.
3) Comprehensive CV, giving names of professionals, experience and qualifications of the management team.
4) The Operations Manager must be ex-disciplined forces commissioned with a clear certificate of discharge or equivalent or a person who has acquired experience in security matters from private security firms.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

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

2.23 CONTACTING UMMA UNIVERSITY

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

2.23.2 Any effort by a tenderer to influence Umma University in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 AWARD OF CONTRACT

a) **Post qualification**

2.24.1 In the absence of pre-qualification, Umma University will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Umma University deems necessary and appropriate.

2.24.3 An affirmative determination will be a pre requisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.4 Umma University will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

(c) **UMMA UNIVERSITY Right to Vary quantities**

2.24.7 Umma University reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **UMMA UNIVERSITY Right to Accept or Reject Any or All Tenders**

2.24.8 Umma University reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Umma University action.

2.25 NOTIFICATION OF AWARD

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Umma University. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security of 10% of the contract sum pursuant to paragraph 31, Umma University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 SIGNING OF CONTRACT

2.26.1 At the same time as Umma University notifies the successful tenderer that its tender has been accepted, The University will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within **fourteen (14) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Umma University.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 PERFORMANCE SECURITY

2.27.1 **Within thirty (30) days** of the receipt of notification of award from Umma University, the successful tenderer shall furnish the **PERFORMANCE SECURITY OF 5% OF THE CONTRACT SUM** in accordance
with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to The University.

2.27.2 Failure of the successful tenderer to comply with the requirement, Umma University shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The University may make the award to the next lowest evaluated or call for new tenders.

2.28 CORRUPT OR FRAUDULENT PRACTICES

2.28.1 Umma University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 Umma University will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.29 APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for Procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to tenderers	**Particulars of appendix to instructions to tenderers**
2.1: Eligible Tenderers	**Registered Security Firms ONLY**
2.10: Tender Currencies	**Kenya Shillings Only**
2.12: Tender Security	**2.5 % of Contract** in formof bank /insurance guarantee only
2.24.1 sub section (b)	Amended to read: "**Umma University** will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to have attained the highest weighted score taking in to account both technical bid and financial bid provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.29.1 The evaluation process may involve visiting the business premises to ascertain suitability of the premises facilities and the services they provide.

- For the purpose of evaluation tenderers should indicate the town in Kenya where they have established head office.

- The number of guards may change during the contract period as the University may expand by adding more branches in future.

- The Service provider shall therefore have to make arrangements for variations on the number of guards as may be communicated from time to time by the Client, **UU.**

EVALUATION CRITERIA

(a) Technical evaluation criteria will be as follows:

Bidders who are responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. The pass mark for Technical Score is **75%** to qualify for further evaluation under the Commercial/Financial Evaluation Criteria.

The criteria of evaluation and the points to be awarded on each criterion will be as B below:

A.	MANDATORY REQUIREMENTS	POINTS
1.	Certificate of Incorporation/Business Registration that has been in operation for more than 5 years.	**YES/NO**
3.	Valid Tax Compliance KRA Certificate, Valid up to the Tender Closing Date	**YES/NO**
4.	Evidence that the firm is NHIF compliant (Provide compliance certificate issued by NHIF valid as at the Tender Closing Date). (if unavailable, please attach receipts for remittances within the last 3 months)	**YES/NO**
5.	Evidence that the firm is NSSF compliant (Provide compliance certificate issued by NSSF valid as at the Tender Closing Date). (If unavailable, please attach receipts for remittances within the last 3 months)	**YES/NO**
6.	Evidence of **5- year** certificate of registration from Private Security Regulatory Authority. (**PSRA)**	**YES/NO**
7.	Letter of Compliance issued by Ministry of Labor and showing Compliance to labor requirements and in particular compliance to minimum wage	**YES/NO**
8.	Copy of CR-12 from the Registrar of Companies for limited companies	**YES/NO**
9.	Attach valid licenses issued by the Communication Authority of Kenya (CAK) for VHF and HF Radios.	**YES/NO**
10	Original Tender security of Kenya Shillings Five Hundred Thousand Only **(Kshs 200,000.00);** in form of a bank guarantee from a bank registered in Kenya and recognized by the Central Bank of Kenya or a guarantee from an insurance Company recognized by Public Procurement Oversight Authority, valid for thirty 90 days from date of tender opening. This shall be in the format provided in the tender document	**YES/NO**
11.	Confidential Business Questionnaire duly completed *MUST disclose the authorized signatory or one with power of attorney*	**YES/NO**

13.	Duly **filled Form SD1 Self declaration** confirming that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act, 2015 and attendant regulations	**YES/NO**
14.	Duly filled Form **SD2 Self Declaration** confirming that the person/tenderer will not engage in any corrupt or fraudulent practice	**YES/NO**
15.	Properly bound (spiral or perfect cover, hard cover or case bound), paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order). **For pagination, numerals shall be used, i.e. 1,2,3,4,5,6,7,8,9…..n. (n being the last numerical number of the tender document).**	**YES/NO**
B.	**SPECIFIC REQUIREMENTS FOR TECHNICAL EVALUATION**	**Maximum score**
B1.	Financial capability**;** Audited Accounts for the last three years (**2021, 2022and 2023)** Financial Ratios to be Evaluated based on information in the three years' accounts provided: Cash and Cash Equivalent: Total Assets • Current Assets: Current Liabilities • Working Capital…….5 Letter from bankers/Financial Institutions…….2 Provide proof of payroll support of meeting minimum Government of Kenya wage requirements for the last six months for at least 20 guards. **Credit period …….5** **Annual turnover** – Kshs **100 million** as per the approved audited accounts and financial statements will be verified…….5	17
B2	**Company's/Business Profile** Organizational structure and CVs of key personnel including the contact details and competence of key personnel to handle the assignment provided. **Person who will be directly responsible for the contract should be in level of operations manager** Minimum requirement - Chief Inspector /captain level and above or supervisor in private security firm, Form four level of education, 5 or more years' experience in security industry……5	5
B3	**Experience** in business for supply of similar services to at least 5 other corporate clients (excluding **Umma University)** including names, nature of business, volume of business must be above Kshs.7 Million per year, addresses and telephone of contact person, 1. ***The Award letters/Contracts from the respective firms must be current and, in any case, written not earlier than December 2026*** 5 each award/contract	20

	In addition to the Award letters/Contracts /share a table showing the details	
B4	**Staff welfare** Indicate whether you have any staff welfare schemes (give details e.g. Medical Scheme, **SACCO** scheme) • With scheme.....1 • With no scheme..... 0	1
B5	**Indicate the Value of Indemnity cover (attach prove)** • Third party liability insurance cover (10 million and above) 5 • WIBA insurance cover (10 million and above) 5	10
B6	**Litigation history** Please submit an undertaking that no matter of litigation is pending in court against Directors, firm, Staff & Assigns of your organization under similar assignment. Indicate any convictions in the past against the firm, directors or partners. (provide details i.e. status, value and period) ▪ With adverse litigation history ..... 0 ▪ With no adverse litigation history.....2	2
B7	**Availability of working tools and equipment's-** Please provide proof of ownership of the following ▪ Vehicles dedicated to Security Services - 8 marks ▪ Under search Mirrors and walkie talkie Radios - 2 marks	10
B8	**Adequacy of the proposed methodology; -** to handle the assignment (Technical Proposal). Attach a detailed technical proposal on how you plan to implement the contract including supervisory methodology and frequency ***Bidders may be required to make a presentation on this***	10
B9	**Guards training** Indicate the minimum level of training that the guards must have attained for a similar assignment (attach a prove document). Attach an approved training manual/ curriculum and indicate the qualifications of the trainer. **Minimum training of the guards – Form 4 and customer care training.** ▪ Training Manual……... ▪ Training Facilities…… ▪ Qualification of trainer…….... 10 Indicate the institution that your guards get trained (**attach a certified curriculum) 5** State whether the training institution is accredited **(attach the certificate of accreditation) 5** Indicate the frequency and duration of refresher training if any….(**attach a certificate sample**) 5	25
	TOTAL SCORE	**100**

(b) Financial/Commercial Evaluation

The pass mark (minimum score) to be considered technically responsive from the above evaluation criteria is **75** points out of the maximum 100 points. Only those who score **75** points and above will be considered for financial evaluation and eventual award.

Award of tender

a) Post qualification /Due diligence

UU shall conduct post qualification due Diligence to determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

b) Award

UU will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITION OF TERMS

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

a) **"The contract"** means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) **"The Contract Price"** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) **"The services"** means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) **"The Procuring entity"** means the organization sourcing for the services under this Contract.

e) **"The contractor"** means the individual or firm providing the services under this Contract.

f) **"GCC"** means general conditions of contract contained in this section

g) **"SCC"** means the special conditions of contract

h) **"Day"** means calendar day

3.2 APPLICATION

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

3.3 STANDARDS

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

3.4 USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

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

3.5 PATENT RIGHT'S

3.5.1 The tenderer shall indemnify Umma University' s against all third- party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

3.6 PERFORMANCE SECURITY

3.6.1 Within thirty days (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Umma University the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Umma University and shall be in the form of a bank guarantee.

3.6.4 The performance security will be discharged by Umma University and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 INSPECTIONS AND TESTS

3.7.1 Umma University or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The University shall notify the tenderer in writing, in a timely manner, of the identity of any representatives

retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Umma University.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, Umma University' s may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the University.

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

3.8 PAYMENT

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in **Specific Conditions of Contract (SCC)**

3.9 PRICES

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

3.10 ASSIGNMENT

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

3.11 TERMINATION FOR DEFAULT

3.11.1 Umma University may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

3.11.2 If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the University.

3.11.3 If the tenderer fails to perform any other obligation(s) Umma University under the Contract.

3.11.4 If the tenderer, in the judgment of has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Umma University terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the University for any excess costs for such similar services.

3.12 TERMINATION OF INSOLVENCY

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

3.13 TERMINATION FOR CONVENIENCE

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

3.13.2 For the remaining part of the contract after termination Umma University may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 RESOLUTION OF DISPUTES

3.14.1 Umma University and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 GOVERNING LANGUAGE

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

3.16 FORCE MAJEURE

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

3.17 APPLICABLE LAW

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

3.18 NOTICES

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
2.14: Tender Security	**2.55 OF Contract Value**
3.8: Payment	**State your Credit Period**
2.27. Performance Security	**5% of the Contract Sum**
3.14: Resolution of Disputes	**Arbitration to be considered before litigation in accordance to Kenyan Law**
3.17: Applicable Law	**Laws of Kenya**
3.18: Notices	**UMMA UNIVERSITY** **P.O. Box 713-01100, KAJIADO.** **Email: Procurement@umma.ac.ke**

4.3 CONTRACT PERIOD

With effect from 2nd December**, 2026** the Contract shall for a **PERIOD OF ONE (1) YEAR.**

Upon expiry of this Contract's period, the Client may by written notice to extend this Contract for a period to be specified in such a notice until another Contract becomes effective.

SECTION V: SCHEDULE OF REQUIREMENTS

Appended below is the description of the services (required number of guards) and areas of deployment;

5.1 AREAS OF ASSIGNMENT OF SECURITY SERVICES

The bidding firms must take note that **Umma University** requires security on **24 HOURS SERVICES basis including weekends and holidays**.

S/NO	DISTRIBUTION AREA	Day guards	Night guards	Total no. of guards
1.	Gate A	3	2	5
2.	Gate B	1	1	2
3.	Female Hostel	1	1	2
4.	Male Hostel	1	1	2
5.	Library	1	1	2
6.	Swimming Pool, Sewer plant and Stadium	1	1	2
	Borehole and Water treatment plant	1	1	2
7.	Administration block	1	1	2
8	Main Tower /Reception	2	1	3
11.	Staff Quarter	1	1	2
	Standby Patrol Vehicle	1	1	
			Total guards	24

Umma TVET Institute 8 guards
Garissa learning Center 2 guards
Total Number of guards 34 guards

NB:

THE NUMBER OF GUARDS MAY BE REVIEWED FROM TIME TO TIME DEPENDING ON THE UNIVERSITY'S NEED ASSESMENT

5.2 SUMMARY OF COSTS

ITEM	QTY	UNIT PRICE(KSH) per Month Incl VAT	Total Cost per month Incl VAT	Annual cost Incl VAT 2027	Annual Cost 2028 Incl Vat
GUARDS	34				
Standby Patrol Vehicle	1				
Total **(Kshs)** VAT Inclusive					

Total 2027 in words and Figures ----------

Total 2028 In words and Figures----------

Grand Total In words and Figures ----------

Signature of Tenderer _____

NOTES:

5.2.1 In case of discrepancies between unit prices and total, **the unit price shall prevail.**

5.3 DESCRIPTION OF SERVICES TO BE OFFERRED

5.3.1 The current deployment is a maximum of 34 guards (Normal guards inclusive). This quantity is subject to variation at the signing of the contract. Bidders shall therefore be required (in the financial proposal) to provide clearly the unit cost per.

5.4 GUARDING

a) **Main Campus:**

- Umma University Main Campus, Offices, Compound and Security of the University's belongings.

Other learning Centers: -

- All Learning centers are **to be guarded for 24 hours including holidays and weekends.**

5.5 ANTI-TERRORISM AND SURVEILANCE SERVICES

5.5.1 The guards to conduct mirror and luggage checks on vehicles entering the Office premises to counter the threat of international terrorism.

5.5.2 Attend fire emergency situation/fire prevention, detention and control of spillage and vandalism.

5.5.3 Ability to control Student disputes/assembly control and riots

5.6 UMMA UNIVERSITY REQUIREMENTS

5.6.1 Umma University is a Charted Private Institution of Higher Learning Mandated by the Government of Kenya to offer higher Education to Kenyans.

5.6.2 The University has a security officer, a position that forms part of the organization structure. The Security firm will be required to report to the Office of the Chief Security Officer.

5.6.3 In order to provide efficient services to our customer, the University wishes to contract services of Private security firms to offer security services on contractual basis.

ORDINARY SECURITY GUARDS SHOULD MEET THE FOLLOWING MINIMUM QUALIFICATIONS:

5.6.3.1 Kenyan citizen

5.6.3.2 Form four level of education.

5.6.3.3 Fluent speakers and writer of English or Kiswahili. Foreign language will be an added advantage.

5.6.3.4 Certificate of good conduct.

5.6.3.5 Excellent Public relations

THE SECURITY FIRM TO BE CONTRACTED MUST HAVE EXPERTISE IN THE FOLLOWING AREAS:

5.6.3.5.1 To guard and protect the properties of the University.
5.6.3.5.2 To handle our customer in a dignified manner.
5.6.3.5.3 Ensure that all the laid down University security measure are adhered to.
5.6.3.5.4 To be able to advise the University on security upgrading.

5.7 SPECIFICATIONS

The party contracted by Umma University will be required to:

5.7.1 Provide a comprehensive photographic/impression of the guards in uniform. The uniforms are expected to be worn at all times while the guards are on duty. The guards must be neat and clean
5.7.2 Should provide a list of the topics covered in the training of their guards.
5.7.3 Should be able to provide Umma University radio calls at some designated positions.
5.7.4 Provide a standby 24hr vehicle to handle any arising issues.
5.7.5 Provide human and vehicle under search gadgets
5.7.6 Provide supervisor during the day and night to all our premises.
5.7.7 Report all security related matters to University Chief Security Officer in right time.

5.8 FINANCIAL PROPOSALS

5.8.1 Bidders shall indicate their **PRICE** per guard as a **FIXED PRICE** to be invoiced to **Umma University** at the end of each month. The price shall be inclusive of government taxes.

5.8.2 The quoted price by the bidder shall include for the Security guards, and shall remain fixed during the contract period.

SECTION VI - STANDARD FORMS

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

NOTES ON STANDARD FORMS

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modifies accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

6.1 FORM OF TENDER

UMMA UNIVERSITY,
P.O. BOX 713-01100,
KAJAIDO

DATE……

Tender No : **UU/01/2026**
Tender Name : **SECURITY AND GUARD SERVICES**

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) …….. the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide **SECURITY AND GUARD SERVICES** under this tender in conformity with the said Tender document for the sum of Kshs.…… [**Total Tender Amount in Words**] ……
   ……
   …….. or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide **SECURITY AND GUARD SERVICES** in accordance with the conditions of the tender.

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

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

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

Dated this..... day of **2022**
……
[Signature]

……
[In the capacity of]

Duly authorized to sign tender for and on behalf of.....

6.2 CONTRACT FORM

THIS AGREEMENT made the……. Day of……. 20…….
Between…….……. [Name of Procurement entity] of……. [Country of Procurement entity] (Hereinafter called "the Procuring entity") of the one part and …… [Name of tenderer] of …….. [City and country of tenderer] (Hereinafter called "the tenderer") of the other part:

WHEREAS UMMA UNIVERSITY invited tenders for **SECURITY AND GUARD SERVICES** and has accepted a tender by the tenderer for the supply of the services in the sum of Kshs…… [Contract price in words in figures] (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

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

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

1) **The Tender Form and the Price Schedule submitted by the tenderer;**
2) **The Details of cover**
3) **The General Conditions of Contract**
4) **The Special Conditions of Contract; and**
5) **The UMMA UNIVERSITY's Notification of Award.**

3.19 In consideration of the payments to be made by UMMA UNIVERSITY to the tenderer as hereinafter mentioned, the tenderer hereby covenants with UMMA UNIVERSITY to provide **SECURITY AND GUARD SERVICES.**

3.20 **SERVICES** and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

Signed, sealed, delivered by ..... the.....**(UMMA UNIVERSITY)**

Signed, sealed, delivered by …… the.....

(For the tenderer) in the presence of ……...……

6.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) whichever applies to your type of business and part 3. You are advised that it is a serious offence to give false information on this Form.

Part 1: General:

1.1 : Business Name ……
1.2 : Location of business premises ……
1.3 : Plot No. ……
1.4 : Street/Road ……...……
1.5 : Postal Address ……
1.6 : Office Tel. No. ……
1.7 : Mobile: ……
1.8 : Fax No: ……
1.9 : Email Address: ……
1.10 : Nature of business: ……..……
1.11 : Registration Certificate No. ……...……
1.12 : Maximum value of business which you can handle at any one-time Kshs……
1.13 : Name of your bankers……...……...
Branch ……...……...

Part 2(a) – Sole Proprietor:

2a.1: Your name in full …… Age …….

2a.2: Nationality ……... Country of origin …….
Citizenship details……

Party 2(b) – Partnership

2b.1: Give details of partners as follows

2b.

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

Part 2(c) – Registered University:

2c.1: Private or public ……
2c.2: State the nominal and issued capital of the University –
Nominal Kshs... …… Issued

Kshs……...

2c.3: Give details of all directors as follows

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

Date…… Signature of Tenderer ……

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

Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of UMMA UNIVERSITY?
Yes…… No……...…

3.2 : If answer in '3.1' is **YES** give the relationship……..…

3.3 : Does an Employee as in "3.1" above, sit in the Board of Directors or Management of your Organization Subsidiaries or Joint Ventures?
Yes……. No…….

3.4 : If answer in '3.3' above is YES give details……

3.5 : Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by UMMA UNIVERSITY to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes……. No……

3.6 : If answer in '3.5' above is YES give details……

3.7 : Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes…… No……

3.8 : If answer in '3.7' above is YES give details……

3.9 : Have you offered or given anything of value to influence the procurement process?
Yes…… No……

3.10 : If answer in '3.9' above is YES give details……

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date: ……. Signature of Candidate: ……

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

6.4 TENDER SECURITY FORM

Whereas ……. (hereinafter called **<the tenderer>** has submitted its bid **[*name of Bidder*]** dated ……for the provision of insurance services (hereinafter called <the tender? **[*Date of submission of bid*]**

KNOW ALL PEOPLE by these presents that WE ……of.....having ***name of bank*]** [***name of country*]** our registered office at …… …… (Hereinafter called <the procuring entity> in **[name of procuring entity]** the sum of Kshs. for which payment well and truly to be made to [***state the amount*]**

UMMA UNIVERSITY, the Bank binds itself, its successors, and assigns by these presents.
Sealed with the Common Seal of the said Bank this ……. day of **2022**

THE CONDITIONS of this obligation are: -

1) If the tenderer withdraws its tender during the period of tender validity specified by UMMA UNIVERSITY on the Form; or

2) If the tender, having been notified of the acceptance of its tender by UMMA UNIVERSITY during the period of tender validity

a) Fails or refuses to execute the Contract Form, if required; or

b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

This tender guarantee will remain in force up to and including **thirty (30) days** after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

Signature……...… Date……...… Official Stamp……...

6.5 PERFORMANCE SECURITY FORM

UMMA UNIVERSITY
P.O. BOX 713-001100,
KAJIADO.

WHEREAS..... **[Name of tenderer]** (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No…… [**Reference number of the contract]** dated .....20……to …… **[*Description of SECURITY AND GUARD SERVICES*]** (Hereinafter called "the Contract")

AND WHEREAS

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

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

THERFEFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of …… [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____day of _____**2022**
Signature and seal of the Guarantors
……
[Name of bank of financial institution]

……..
[Address]

……..

[Date]

6.6 OATHS AND STATUTORY DECLARATION FORM

PUBLIC OF KENYA OF KENYA

FORM SD 1

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCURMENT AND DISPOSAL ACT NO. 3 OF 2015

I……of P.O. Box……

Being a resident of…….... In the Republic of Kenya do hereby make oath and state as follows: -

3) **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of…… ***(name of the Candidate)*** which is a Candidate in respect of Tender Number to supply goods, render services and/or carry
out works for UMMA UNIVERSITY and duly authorized and competent to make this Affidavit.

4) **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of UMMA UNIVERSITY, which is the procuring entity.

5) **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of UMMA UNIVERSITY.

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

SWORN at… ..... by the said}
…… }
Name of chief Executive/Managing Director/
}
Principal Officer/Director }

On this…… day of ……... **2026** }
}
} _____
} **DEPONENT**
Before me }
}
}
Commissioner for Oaths }

FORM SD2 SELF

DECLARATION FORMS

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: -

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of

….....(insert name of the University) who is a Bidder in respect

of Tender No. ……... for ……... (insert tender title/description) for **UMMA UNIVERSITY** and duly authorized and competent to make this statement.

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.

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 **UMMA UNIVERSITY.**

THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

:.……..... :……. ……

(Title) (Signature) (Date)

Bidder's Official Stamp

6.7 BANK GUARANTEE FOR ADVANCE PAYMENT (TO BE APPLICABLE AFTER SIGNING CONTRACT)

To…….

Name of tender……

Gentlemen and/or Ladies:

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

…… [name and address of tenderer] [hereinafter called "the tenderer"] shall deposit with UMMA UNIVERSITY a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

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

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

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

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

SUMMARY OF DETAILS

Name	
P.O. Box Address	
City	
Post Code	
Country	
Land Line Number	
Mobile Number	
Fax Number	
Email Address	
Contact Person (CP)	
(CP) Direct line	
Registered office	
List of Directors	
Date	
Signature &Stamp	

END