KENYATTA UNIVERSITY


PROVISION OF PROPERTY MANAGEMENT SERVICES AT MOMBASA CAMPUS

CLOSING DATE: THURSDAY 28TH NOVEMBER, 2019 AT 10:00AM
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SECTION I: INVITATION FOR TENDERS

TENDER REF. NO: KU/TNDR/S/034/PMS-MC/2019-2020

TENDER NAME: TENDER FOR PROVISION OF PROPERTY MANAGEMENT SERVICES AT MOMBASA CAMPUS

1.1 **Kenyatta University** invites sealed tenders from eligible registered property management agents for Provision of Property Management Services for hostels and lotus complex shops at Mombasa Campus.

1.1 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Ksh.1,000/=** (One thousand shillings only) which should be deposited in:

- Bank Name: National Bank of Kenya
- Branch: Ruiru
- Account Name: Kenyatta University
- Account Number: 0100359150800

Please bring your banking slip to Kenyatta University (Finance – Cash Office) for an official receipt thereafter you can collect the tender documents from Procurement Department).

Alternatively, Tender documents can be downloaded free of charge from our website [www.ku.ac.ke](http://www.ku.ac.ke) or click on the link [http://www.ku.ac.ke/about-ku/procurement](http://www.ku.ac.ke/about-ku/procurement) OR [http://www.tenders.go.ke](http://www.tenders.go.ke) link to GOK tenders websites free of charge.

However candidates who choose to download the documents must notify the Procurement Office immediately for record purposes by email: procurement@ku.ac.ke

1.3 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.

1.4 Complete tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (Kenyatta University – Mombasa Campus) so as to be received on or before so as to be received on or before **Thursday 28th November 2019 at 10:00am**.

1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at (Kenyatta University – Mombasa Campus Boardroom).

1.6 Mandatory site visit will be on **Monday 18th November 2019 at 10.00am and Friday 22nd November, 2019 at 10.00 am at Mombasa Campus**. An attendance register will be signed by all representatives.
# SECTION II: – INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 ELIGIBLE TENDERERS

1.2 This is an Invitation to tender for is open to all eligible tenderers registered to Provide Property Management Services.

2.1.1. Kenyatta University’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.2. (a) 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 Kenyatta 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.

(b) A declaration of no conflict of interest is included in the Confidential Business Questionnaires.

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

(b) An anticorruption affidavit as provided is included in the bidding document.

2.2 CONTENTS OF TENDER DOCUMENTS

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

   i) Instructions to tenderers
   ii) General Conditions of Contract
   iii) Special Conditions of Contract
   iv) Form of Tender
   v) Schedule of Requirements
   vi) Price schedules

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

2.3 CLARIFICATION OF DOCUMENTS

2.3.1. A prospective candidate making inquiries of the tender document may notify Kenyatta University in writing or by post, fax or email at the entity’s address indicated in the Invitation for tenders. Kenyatta 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. 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”
2.3.2. Kenyatta 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.

2.4 AMENDMENT OF DOCUMENTS

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

2.4.2. 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.

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

2.5 LANGUAGE OF TENDER

2.5.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Kenyatta 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.

2.6 DOCUMENTS COMPRISING THE TENDER

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.18 below.

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

(c) Tender security furnished is in accordance with Clause 2.10

(d) Confidential business questionnaire

2.7 FORM OF TENDER

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

2.8 TENDER PRICES

2.8.1 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.

2.8.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
2.8.3 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.

2.8.4 Price variations shall not be allowed for the contract.

2.9 TENDER CURRENCIES

2.9.1 Prices shall be quoted in Kenya Shillings.

2.10 TENDER SECURITY

2.10.1 No tender security is required for this tender.

2.11 VALIDITY OF TENDERS

2.11.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of the tender opening prescribed by Kenyatta University. A tender valid for a shorter period shall be rejected by the university as nonresponsive.

2.11.2 In exceptional circumstances, Kenyatta 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 2.10 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.

2.12 FORMAT AND SIGNING OF TENDER

2.12.1 The tenderer shall prepare a set of the document for tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.12.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.12.3 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.

2.12.4 All required documents must be arranged chronologically as listed in the evaluation criteria, clearly marked and attached at the back of the tender document.

2.12.5 All bidders must number their tender documents including all their attached documents/certificates.
2.13 SEALING AND MARKING OF TENDERS
2.13.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.13.2 The inner and outer envelopes shall:
   (a) Be addressed to Kenyatta University using the address given in the Invitation to Tender:
   (b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE, Thursday 28th November, 2019 at 10:00am.

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

2.13.4 If the outer envelope is not sealed and marked as required by paragraph 2.13.2, Kenyatta University will assume no responsibility for the tender’s misplacement or premature opening.

2.14 DEADLINE FOR SUBMISSION OF TENDERS
2.14.1 Tenders must be received by Kenyatta University at the address specified under paragraph 2.15.2 no later than Thursday 28th November, 2019 at 10:00am.

2.14.2 Kenyatta University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance to clause 2.4, 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.

2.14.3 Bulky tenders which will not fit in the tender box shall be received by the Procurement Office in Central Administration Complex Room 05 as provided for in the appendix.

2.15 MODIFICATION AND WITHDRAWAL OF TENDERS
2.15.1 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 Kenyatta University prior to the deadline prescribed for the submission of tenders.

2.15.2 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 email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.15.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.10.7.

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

2.16 OPENING OF TENDERS

2.16.1 Kenyatta University will open all tenders in the presence of tenderers’ representatives who choose to attend, on **Thursday 28th November, 2019 at 10:00am.** and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register as evidence of attendance.

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

2.16.4 Kenyatta University will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register on request.

2.17 CLARIFICATION OF TENDERS AFTER OPENING

2.17.1 To assist in the examination, evaluation and comparison of tenders Kenyatta 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.

2.17.2 Any effort by the tenderer to influence Kenyatta University in it’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tender.

2.18 PRELIMINARY EXAMINATION AND RESPONSIVENESS

2.18.1 Kenyatta University will examine the tenders to determine whether they are submitted as requested:

2.18.2 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.

2.18.3 Kenyatta 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.

2.18.4 Prior to the detailed evaluation, Kenyatta 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. Kenyatta University’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.18 DEVIATION IN PAYMENT SCHEDULE.

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

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

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

(a) Necessary qualifications, capability, experience, 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.

2.19 CONTACTING KENYATTA UNIVERSITY

2.19.1 Subject to clause 2.16, no tenderer shall contact the Kenyatta University on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.20 AWARD OF CONTRACT

a) Post qualification

2.20.1 In the absence of pre-qualification, Kenyatta 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.

2.20.2 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 2.6, as well as such other information as Kenyatta University deems necessary and appropriate.

2.20.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender, in which event the Kenyatta University entity will proceed to the next lowest evaluated tender to make a similar determination.
b) Award Criteria

2.21.4 Kenyatta 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.

2.21.5: Kenyatta 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.

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

2.22 NOTIFICATION OF AWARD

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

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

2.22.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to clause 3.6,
Kenyatta University will promptly notify each unsuccessful Tenderer and will discharge its
tender security, pursuant to clause 2.12.

2.23 SIGNING OF CONTRACT

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

2.23.2 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.

2.24 PERFORMANCE SECURITY

2.24.1 Within thirty (30) days of the receipt of notification of award from Kenyatta University, the
successful tenderer shall furnish the performance security in accordance with the Conditions
of Contract, in the Performance Security Form provided in the tender documents, or in
another form acceptable to The University.

2.24.2 Failure of the successful tenderer to comply with the requirement, Kenyatta 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.
2.25 CORRUPT OR FRAUDULENT PRACTICES

2.25.1 Kenyatta 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.

2.25.2 Kenyatta 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; Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
APPENDIX TO INSTRUCTIONS TO 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.

<table>
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<tr>
<th>Instructions to tenderers</th>
<th>Particulars of appendix to instructions to tenderers</th>
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<tr>
<td>2.1: Eligible Tenderers</td>
<td>Registered Property Management Agents</td>
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<td>2.10: Tender Currencies</td>
<td>Kshs. Only</td>
</tr>
<tr>
<td>2.14 Deadline for submission</td>
<td><strong>Thursday 28th November, 2019 at 10.00 am</strong></td>
</tr>
<tr>
<td>2.12: Tender Security</td>
<td>NIL</td>
</tr>
<tr>
<td>2.13.3: Delivery of bulky Tenders</td>
<td>Procurement Office Room 05</td>
</tr>
</tbody>
</table>

- Site visit shall be on **Monday 18th November 2019 at 10.00am and Friday 22nd November, 2019 at 10.00 am at Mombasa Campus**
- Participants will assemble at Mombasa Campus, Directors office by 10.00am as per the dates indicated above.
The method of evaluation will be based on a **Merit Point System**
The criteria of evaluation and the points to be awarded on each criterion will be as follows:

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<tr>
<th>A. MANDATORY REQUIREMENTS</th>
<th>YES/NO</th>
</tr>
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<tbody>
<tr>
<td>A1 Certificate of Incorporation/Business Registration</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A2 Valid copy of Company Tax Compliance Certificate</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A3 Copy of Current Business Permit/Trade license</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A4 Attach Indemnity insurance cover</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A5 Confidential Business Questionnaire duly completed</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A6 Directors/Partners/Sole Proprietorship</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A7 Mandatory site visit sheet. This will be provided during the site visit dates indicated and must be signed by the tenderer.</td>
<td>YES/NO</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>B. TECHNICAL EVALUATION</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>B1 Personnel (30 Points)</td>
<td>18</td>
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<tr>
<td>a. Manager/Team leader shall be a full member of the Institution of Surveyors of Kenya (ISK) and registered with Estate Agents Registration Board and work experience in the field of management of shopping malls and/or office blocks not less than 3 years. (Maximum 10 points).</td>
<td></td>
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<tr>
<td>▪ Certification and registration by Valuers Registration Board (1 point)</td>
<td></td>
</tr>
<tr>
<td>▪ Certification and registration with Estate Agents Board (1 point)</td>
<td></td>
</tr>
<tr>
<td>▪ Work experience in management of not less than 3 years (5 points)</td>
<td></td>
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<tr>
<td>▪ First Degree (minimum) in Real Estate/Land Economics (2 points)</td>
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<tr>
<td>▪ Completed and fully signed CV and relevant certificates (1 Point)</td>
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<tr>
<td>b. Assistant Manager who must be a holder of:-</td>
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<tr>
<td>▪ a Bachelor’s degree in Land Economics, Real estate or equivalent (2 points)</td>
<td></td>
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<tr>
<td>▪ working experience not less than 3 years (5 points)</td>
<td></td>
</tr>
<tr>
<td>▪ Attach signed CV and relevant Certificates) (1 points).</td>
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<tr>
<td>B2 Relevant Experience for The Tenderer (40 Points)</td>
<td>40</td>
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<tr>
<td>i) Provide names, addresses and contact persons of at least three major clients that can demonstrate your experience in the last five years in management of a commercial buildings and/or office block space of not less than <strong>20,000 square feet</strong> [attach letters of award or engagement or contract agreements or relevant evidence from each client] (18 Points).</td>
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<tr>
<td>ii) Property managed…………………………………………………..Max.22 Points</td>
<td></td>
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<tr>
<td>▪ 20,000 square feet and above………………………………………..22 points</td>
<td></td>
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<tr>
<td>▪ Less than 20,000 and above 10,000 sq. feet…………………………15 points</td>
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</tr>
<tr>
<td>▪ Less than 10,000 sq. feet………………………………………………..5 points</td>
<td></td>
</tr>
</tbody>
</table>
NOTE:
If no proof or evidence of such contracts is attached for any stated client, the said client shall not be considered for scoring.

B3 At least five (5) referees (Attach letters of recommendation from corporate clients) (10 Points)
Five (5) letters…………………………………………………………. (2 Points each)

B4 Document presentation.
  - Well bound --------------4 mks (tape bound is preferred)
  - Table of content---------2 mk
  - Separators………………..2 mk
  - Pagination/serialization…..4 mks

TOTAL

---

B2 Relevant experience for the tenderer

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of the corporate client</th>
<th>Name of contact person, Address/ Telephone no.</th>
<th>Duration of the contract</th>
<th>Space managed in square feet</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6 points</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6 points</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6 points</td>
</tr>
<tr>
<td></td>
<td>1 mk each</td>
<td>1 mk each</td>
<td>Three years and above-3mks</td>
<td>1 mk each</td>
<td>18 points</td>
</tr>
</tbody>
</table>

NOTES:

1.0 Bidders MUST meet all the mandatory requirements to qualify for technical evaluation.

2.0 To qualify for financial evaluation the bidder must score a minimum 70% of the total points)

3.0 Any information provided by the bidder may be verified by the University as part of due diligence and any information that is not correct may lead to the bidder disqualification.
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<th>Title</th>
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<td>Inspection and Tests</td>
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<td>3.8</td>
<td>Packing</td>
<td>18</td>
</tr>
<tr>
<td>3.9</td>
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<td>18</td>
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<td>3.13</td>
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<td>3.14</td>
<td>Sub contracts</td>
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</tr>
<tr>
<td>3.15</td>
<td>Termination for default</td>
<td>19</td>
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<tr>
<td>3.16</td>
<td>Liquidated damages</td>
<td>19</td>
</tr>
<tr>
<td>3.17</td>
<td>Resolution of Disputes</td>
<td>19</td>
</tr>
<tr>
<td>3.18</td>
<td>Language and law</td>
<td>20</td>
</tr>
</tbody>
</table>
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 Kenyatta 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 Kenyatta 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 Kenyatta 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
The tenderer shall indemnify Kenyatta University against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 PERFORMANCE SECURITY
3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenyatta 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 Kenyatta 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 Kenyatta University and shall be in the form of a bank guarantee.

3.6.4 The performance security will be discharged by Kenyatta 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 Kenyatta 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 Should any inspected or tested services fail to conform to the Specifications, Kenyatta University 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.

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

3.8 PAYMENT
3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

3.9 PRICES
Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in 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

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.

3.10 TERMINATION FOR DEFAULT

Kenyatta 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:

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

b) if the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of Kenyatta University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Kenyatta 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

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

3.14 RESOLUTION OF DISPUTES

Kenyatta 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

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

3.16 FORCE MAJEURE

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that 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

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

3.18 NOTICES

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party’s address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.
SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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.

<table>
<thead>
<tr>
<th>General conditions of contract reference</th>
<th>Special conditions of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.14: Tender Security</td>
<td>NIL</td>
</tr>
<tr>
<td>3.8: Payment</td>
<td>Within 30 days on receipt of invoice</td>
</tr>
<tr>
<td>3.14: Resolution of Disputes</td>
<td>Arbitration to be considered before litigation in accordance to Kenyan Law</td>
</tr>
<tr>
<td>3.17: Applicable Law</td>
<td>Laws of Kenya</td>
</tr>
<tr>
<td>3.18: Notices</td>
<td>Kenyatta University</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 43844 – 00100 GPO NRB.</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE: 811622/810901-19</td>
</tr>
<tr>
<td></td>
<td>FAX: 811575/812483</td>
</tr>
<tr>
<td></td>
<td>EMAIL: <a href="mailto:procurement@ku.ac.ke">procurement@ku.ac.ke</a></td>
</tr>
</tbody>
</table>
V. SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE (TOR)

Introductory Statement
Kenyatta University Mombasa Campus is a Kenyan Public Institution designated as a Satellite Campus, strategically located within the Central Business District in the heart of Mombasa County.

DUTIES OF MANAGING AGENT:
Mombasa Hostels and Lotus complex shops at Mombasa Campus

The duties of the Managing Agent shall at least include the following:-

i. Market the premises. Proactively co-ordinate the marketing of any vacant premises, which shall include but not be limited to advertising, interacting with external brokers and that any vacant areas are in a clean and attractive condition to ensure that negative impressions are not created arising out of such vacancies.

ii. Arrange special events and promotions in line with annual marketing plan and budget as approved by the Client.

iii. Prepare and implement approved marketing strategies.

iv. The Agent shall provide Monthly briefings to the Owner on every 10th Day of the Month.

v. Liaise with local and other authorities to obtain or renew any required licenses.

vi. Obtain and check monthly turnover statements from Lessees where applicable and presenting the turnover statements and reporting thereon.

vii. Interpretation, negotiation of lease terms and administration of leases for letting/ renew when due in a timely fashion.

viii. Collect all rentals when due as prescribed in the lease agreement by demanding, invoicing, recovering and receipting payments in a timely manner. This will also include maintenance of rental and service charge records.

ix. Be responsible for facilitating the refund of rental deposits of Lessees as and when they fall due (which will be paid directly from the Client's nominated bank account) subject to the Client's written approval.

x. Conduct periodic inspections and undertake repairs subject to set financial limit of expenditure if any, as well as contracting and supervising of all repairs/renovations in the property when required.

xi. Engage professional service providers of various services with the approval of the owner. These will include providers for legal services for purposes of preparation of lease agreements, lift maintenance services, air conditioners, guarding and cleaning services.
12. Prepare annual and expense budgets for the approval by the owner before each financial year.

13. Maintain accounting records. The Agent shall maintain proper accounting records which shall include, but not be limited to invoices, purchase orders, contracts for services, leases, and deposit records. These accounting statements shall be open to the Owner for audit during the normal business hours of the Agent. Upon termination of this Agreement, the accounting records pertaining to the Property shall be promptly delivered to the Owner or Owner’s agent.


15. Render to the owner such periodical reports relating to the letting and upkeep of the premises.

16. Deal with all enquiries, suggestions, complaints, reports and correspondence relating to the premises.

17. Advise the client on rent reviews with regard to market trends and other trends in the industry.

18. Supervise duties and coordinate payment to service providers.

19. Coordinate payment of all statutory outgoings. Where applicable, pay all rates, taxes, electricity, water, sewerage, refuse removal and other charges relating to the Mall immediately once same become due for payment.

20. Undertake other representation roles for the owner from time to time with the approval of the owner.

21. Operate a separate bank account(s) for the property’s financial transactions.

22. Maintain buildings, equipment and grounds in the premises and perform all other necessary tasks required for the proper management, upkeep, and operation of the property as customarily performed by a managing agent.

23. Agree with the Client on the nature of inspections to be conducted by the Client’s representative(s) and the forms of reporting to be issued on a monthly basis.

24. Sign and give lawful notice to any Lessee to vacate or to repair or abate a nuisance or to remedy a breach of any nature in accordance with the agreement of lease or license.

25. Ensure that there is no tenant who will transfer, assign, Sub-let or part with possession of the premises without express authority from the Owner.

26. Identify, recruit, vet and engage prospective tenants at the rate/commission being done by the already contracted letting agents.
## HOSTELS

<table>
<thead>
<tr>
<th>S/N</th>
<th>DESCRIPTION OF THE AREA TO BE LET</th>
<th>UNIT PRICE (KSH.)</th>
<th>TOTAL PRICE (KSH.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>47 Doubles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>130 Quads</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>2 Octopus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>3 Gym spaces (2600ft²)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## LOTUS COMPLEX SHOPS

<table>
<thead>
<tr>
<th>S/N</th>
<th>DESCRIPTION OF THE AREA TO BE LET</th>
<th>UNIT PRICE (KSH.)</th>
<th>TOTAL PRICE (KSH.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Ground floor 12x300 ft²</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>First floor 3 No. – 3 BR</td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of tenderer ________________________________________________________________

Note:

a) In case of discrepancy between unit price and total price, the unit price shall prevail.
VI: STANDARD FORMS

1. FORM OF TENDER
2. CONTRACT FORM
3. CONFIDENTIAL BUSINESS QUESTIONNAIRE
4. FORM OF REFERENCE
5. OATHS AND STATUTORY DECLARATION FORM
FORM OF TENDER

TO, Kenyatta University
Kenyatta University
Date:.................................................................
P.O. Box 43844 – 00100 GPO
NAIROBI

Tender No: KU/TNDR/S/034/PMS/2019-2020

Tender Name: Provision of Property
Management 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 of
Property Management Services under this tender in conformity with the said Tender
document for the sum of Ksh:.................................[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 Property Management 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........................................

..................................................................................................................
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of ....................................................
CONTRACT FORM– TO BE COMPLETED AFTER TENDER AWARD

THIS AGREEMENT made the…………………… day of………. 2019…….. 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 Kenyatta University invited tenders for Provision of Property Letting and Management Services and has accepted a tender by the tenderer for the provision 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:-

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   (a) the Tender Form and the Price Schedule submitted by the tenderer;
   (b) the Details of cover
   (c) the General Conditions of Contract
   (d) the Special Conditions of Contract

3. In consideration of the payments to be made by Kenyatta University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kenyatta University to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Kenyatta University hereby covenants to pay the tenderer in consideration of the service 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 ……………………….. (Kenyatta University)
Signed, sealed, delivered by ……………………….. the ……………………….. (for the tenderer) in the presence of ………………………..
CONFIDENTIAL BUSINESS QUESTIONNAIRE
MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE
(Must be filled by all applicants who choose to participate in this Tender)

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.

Name of Applicant(s)……………………………………………………………………………………..

Part 1: General:

1.1: Business Name ………………………………………………………………………………………
1.2: Certificate of Incorporation/Registration No:……………………………………………………
1.3: Location of business premises ……………………………………………………………………
1.4: Plot No. ……………………………………………………………………………………………
1.5: Street/Road ……………………………………………………………………………………………
1.6: Postal Address ………………………………………………………………………………………
1.7: Office Tel. No. ………………………………………………………………………………………
1.8: Mobile:………………………………………………………………………………………………
1.9: Fax No:………………………………………………………………………………………………
1.10: Email Address……………………………………………………………………………………
1.11: Website…………………………………………………………………………………………
1.12: Nature of business:(Indicate whether Manufacturer, Distributor e.t.c)……………………
1.13: Contact Person (Full Names)……………………………………………………………………
   (a) Directors Name and Mobile Nos:……………………………………………………………
   (b) If not Director, Title…………………………………… Power of Attorney (Yes/No) if yes, attach written document.
1.14: Maximum value of business which you can handle at any one time Kshs. ……………
1.15: 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

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<td>4.</td>
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<tr>
<td>5.</td>
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<td></td>
</tr>
</tbody>
</table>

**Part 2(c) – Registered Company:**

2c.1: Private or public ...........................................................................................................................

2c.2: State the nominal and issued capital of the company –

- Nominal Kshs. .................................................................
- Issued Kshs.................................................................

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 of Kenyatta 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 Kenyatta
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.
FORM OF REFERENCE (SAMPLE)

REFEREE’S PARTICULARS
(On company letterhead: - Only Clients and Lead Consultants shall qualify as referees)

The Vice Chancellor
Kenyatta University
P.O. Box 43844 – 00100
NAIROBI
Dear Sir,

We the undersigned confirm that we have worked with the above named Firm at the following Sites.

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<th>CONTRACT VALUE</th>
<th>COMMENCEMENT DATE</th>
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Yours faithfully,

(Signature and official stamp)
6. OATHS AND STATUTORY DECLARATION FORM

REPUBLIC OF KENYA

I,………………………………………………. Of P.O Box……………………………………………………

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

1. **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 Kenyatta University and duly authorized and competent to make this Affidavit.

2. **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 Kenyatta University, which is the procuring entity.

3. **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 Kenyatta University.

4. **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 …………… 20….. }

} _________________________________

}                        DEPONENT
Before me

Commissioner for Oaths