



Technical University of Mombasa

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TENDER NOTICE

Technical University of Mombasa invites sealed tenders from interested and eligible bidders for;

No.	Tender Reference No.	Tender Description	Eligibility	Closing/ Opening Date and Time
1.	TUM/T/SPS/001/2023/2024	TENDER FOR PROVISION OF STAFF PENSION SCHEME SERVICE THROUGH AN UMBRELLA ARRANGEMENT-(GUARANTEED)	Open	18 th July, 2023 at 10.00 a.m. EAT Tender Box A

The tender documents may be obtained by interested tenderer from Technical University of Mombasa website: www.tum.ac.ke or PPIP portal <http://tenders.go.ke> free of charge. Due to COVID-19 pandemic, bidders are encouraged to download tender documents to minimize physical visit to TUM Offices.

The **original plus one copy** of the complete tender document should be enclosed in plain sealed envelope clearly marked with the **tender name and reference numbers** should be deposited in the respective tender box (as per the Website Tender Notice) located at the Administration Block Ground Floor on or before Tuesday, 18th July, 2023 at 10.00 am EAT and addressed to:

THE VICE CHANCELLOR TECHNICAL UNIVERSITY OF MOMBASA
P.O. BOX 90420-80100 MOMBASA, KENYA

Bids will be opened immediately thereafter at the University Conference Room
Youths, Women and Persons living with disabilities are encouraged to apply.



TUM is ISO 9001:2015 Certified



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advancing knowledge science and Technology

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(v)	Project Manager is MANCO Members/Trustees
1.1(d)	The contract name is <i>Provision of Staff Pension Scheme Service Through an Umbrella Arrangement - (Guaranteed)</i>
1.1(g)	The Procuring Entity is <i>Technical University of Mombasa</i>
1.1(l)	The Member in Charge is _____
1.1(o)	The Service Provider is _____
1.4	The addresses are: Procuring Entity: Attention: _____ Telex: _____ Service Provider: _____ Attention: _____ Email address _____
1.6	The Authorized Representatives are: For the Procuring Entity: For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is 2023
2.2.2	The Starting Date for the commencement of Services is 2023
2.3	The Intended Completion Date is three (3) years from the date of contract signing with a possibility of extension for a further duration subject to written confirmation by the Technical University of Mombasa and upon confirmation of satisfactory performance.
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be __% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: _____
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Procuring Entity's liability and workers' compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are _____.]
3.7	Restrictions on the use of documents prepared by the Service Provider are:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.8.1	The liquidated damages rate is 0.05% per day The maximum amount of liquidated damages for the whole contract is 2.5% percent of the final Contract Price.
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
5.1	The assistance and exemptions provided to the Service Provider are:
6.2(a)	The amount in Kenya Shillings _____.
6.3.2	The performance incentive paid to the Service Provider shall be: __
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: _ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: _____ (indicate milestone and/or percentage) _____ _____ (indicate milestone and/or percentage) _____ and _____ (indicate milestone and/or percentage) _____ <p>Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ day in the case of the final payment.</p> <p>The interest rate is _____ . Not Applicable</p>
6.6.1	(a) Price adjustment is _____ in accordance with Sub-Clause 6.6. Price adjustment shall be in accordance with Section 139 of the PPADA 2015 and PPAD (Amendment) Act 2022
7.1	<p>The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____</p> <p>The Defects Liability Period is _____.</p>
9.1	The designated Appointing Authority for a new Adjudicator is

9.2

The Adjudicator is_____. Who will be paid a rate of _____per hour of work? The following reimbursable expenses are recognized: _____

