



MAMA NGINA UNIVERSITY COLLEGE

Tel: 020-2084004
P.O. Box 444-01030 Gatundu.

Email: info@mnu.ac.ke
Website: www.mnu.ac.ke

**TENDER NAME: TENDER FOR LETTING MAMA
NGINA UNIVERSITY COLLEGE TUCK
SHOP LOCATED AT THE UNIVERSITY
COLLEGE TUTION COMPLEX**

TENDER REF NUMBER: MNUC/L/001/2024-2025

DEADLINE FOR SUBMISSION OF BIDS: 24th, September, 2024 at 10.00 A.M.

ISSUED BY:
THE PRINCIPAL
MAMA NGINA UNIVERSITY COLLEGE
P.O.BOX 444-01030
GATUNDU, KENYA

SEPTEMBER 2024

Contents

| | |
|---|-------------------------------------|
| INVITATION TO TENDER | 3 |
| MANDATORY FORMS THAT MUST BE FILLED AND SIGNED | 4 |
| MANDATORY DOCUMENTS THAT MUST BE ATTACHED | 4 |
| BUSINESS QUESTIONNAIRE FORM | 5 |
| FORM OF TENDER | 7 |
| PRICE SCHEDULE FORM | 8 |
| ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE | 9 |
| LICENSE AGREEMENT | Error! Bookmark not defined. |

INVITATION TO TENDER

18th September, 2024

TENDER NAME: TENDER FOR LETTING MAMA NGINA
UNIVERSITY COLLEGE TUCK SHOP LOCATED AT
THE UNIVERSITY COLLEGE TUTION COMPLEX
REF NUMBER: MNUC/L/001/2024-2025

DEADLINE FOR SUBMISSION OF BIDS: **24th, September, 2024**

MAMA NGINA UNIVERSITY COLLEGE invites sealed bids from eligible candidates for letting of the above named Tuck shop.

Interested and eligible candidates may obtain further information from the Procurement office and inspect the Tuck shop at **Mama Ngina University College P.O Box 444-01030 Gatundu**, at the **Procurement office** from 8.00 a.m. to 5.00 P.M., Monday to Friday.

Bidding forms are available from **Mama Ngina University College** website.

Completed forms to be enclosed in plain sealed envelopes, marked with the Ref Number **MNUC/L/001/2024-2025**, and the tender name addressed to;

**The Principal,
MAMA NGINA UNIVERSITY COLLEGE,
P.O. Box 444-01030
GATUNDU
Kenya**

The forms should be deposited in the tender box at **Mama Ngina University College administration block ground floor** so as to be received on or before **24th, September, 2024 at 10.00 A.M.**

The tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Mama Ngina University College.

Late bids shall **NOT** be accepted.

Eligibility requires continuing Students at MNUC

The bid document should be serialized and initialized in every page.

The Successful bidder shall be engaged for a period of One (1) year non-renewable.

MANDATORY FORMS THAT MUST BE FILLED AND SIGNED

1. Business questionnaire form
2. Form of tender
3. Price schedule form
4. Anti-corruption declaration commitment/ pledge

MANDATORY DOCUMENTS THAT MUST BE ATTACHED

1. National ID card/ Birth Certificate
2. Proof of being a Student at MNUC
3. Bidders CV
4. Details of at least 3 referees (Name, Telephone Number, Email address)

Form 1:

**BUSINESS QUESTIONNAIRE FORM
MUST BE FILLED AND SIGNED**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b), or 2(c)

Whichever applies to your type of business

You are advised that it is a serious offence to give false information on this Form.

Part 1

GENERAL BUSINESS PARTICULARS AND ADDRESS OF BIDDER

Business / Bidders Name.....

Postal Address

Tel. No.

Email

Nature of business

Registration Certificate No (If available).

Maximum value of business which you can handle at any one time Kshs.

Name of your bankers Branch

Part 2(a) - Sole Proprietor (If applicable)

Your name in full Age

Nationality Country of origin

Citizenship details.....

Part 2(b) - Partnership(If applicable)

Give details of partners as follows

| Name | Nationality | Citizenship Details | Shares |
|------|-------------|---------------------|--------|
|------|-------------|---------------------|--------|

| | | | |
|----|-------|-------|-------|
| 1. | | | |
|----|-------|-------|-------|

| | | | |
|----|-------|-------|-------|
| 2. | | | |
|----|-------|-------|-------|

| | | | |
|----|-------|-------|-------|
| 3. | | | |
|----|-------|-------|-------|

Part 2(c) - Registered Company:((If applicable)

Private or public

State the nominal and issued capital of the company -

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

| Name | Nationality | Citizenship Details | Shares |
|------|-------------|---------------------|--------|
|------|-------------|---------------------|--------|

| | | | |
|----|-------|-------|-------|
| 1. | | | |
|----|-------|-------|-------|

| | | | |
|----|-------|-------|-------|
| 2. | | | |
|----|-------|-------|-------|

| | | | |
|----|-------|-------|-------|
| 3. | | | |
|----|-------|-------|-------|

Date..... Signature of Tenderer

Form 2:

**FORM OF TENDER
MUST BE FILLED AND SIGNED**

The Principal
MAMA NGINA UNIVERSITY COLLEGE
P.O.Box 444-01030
GATUNDU, Kenya

Dear Madam,

**TENDER NAME: TENDER FOR LETTING MAMA NGINA UNIVERSITY
COLLEGE TUCK SHOP LOCATED AT THE UNIVERSITY COLLEGE TUTION
COMPLEX TENDER REF NUMBER: MNUC/L/001/2024-2025**

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to rent the referred **tuck shop** under this tender in conformity with the said license agreement for the sum of Kshs. [Total Tender amount in figures] and Kenya shillings

.....
(Total Tender amount in words) being the total amount to be paid per month or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to abide by the conditions of the tender.

We agree to abide by this Tender for a period of 60 days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2024

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____
(Name of Business)

Form 3:

PRICE SCHEDULE FORM

| ITEM NO. | PARTICULARS OF TENDER BEING OFFERED | QUOTED PRICE (KSHS.) Rent payable per month |
|----------|--|---|
| 1. | TUCK SHOP <i>2.9 M (Length) x 1.9M (Width)</i> <i>The shelves racks have been installed</i> | |

Note.

- The University College usually have recess period ranging **May, June, July and August** in the year that will attract a waiver on payment of rent but 50% of rent shall be payable for business being in operation during the stated recess period.
- Site Visit shall be conducted on **Friday 20th, September, 2024 at 10.00AM.**
-

Name of Bidder _____

Telephone address _____

Email Address _____

Signature of Bidder _____

Date of Signing _____

Form 4:

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

I/We

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

UNIVERSITY COLLEGE TUCKSHOP LICENSE AGREEMENT

(TO BE SIGNED WITH THE SUCCESSFUL BIDDER)

This Facility License Agreement ("Agreement") is entered this Of 2024 by and between:

Mama Ngina University College of P.O. Box a University College duly created pursuant to the laws of the Kenya (hereinafter referred to as the "Licensor") andof P.O. Boxa company duly registered in the republic of Kenya ("Licensee") (collectively, the "Parties").

1. Premises

Licensor hereby grants Licensee a non-exclusive license to use and occupy the space described as Tuck-shop at the MNUC Tuition Complex (the "Premises") for the purpose of operating a tuckshop (the "Business").

2. Term

The term of this Agreement shall commence on and shall continue for a period of years, unless terminated earlier in accordance with the terms hereof.

3. Licencing fee and Payment

Licensee agrees to pay Licensor a license fee of per payable in advance on the 5th day of each succeeding month. A one month rent deposit shall be paid upfront as security. Payments shall be made to **Mama Ngina University College Bank Account No: 1293068888** at Kenya Commercial Bank Gatundu Branch or as otherwise directed by Licensor. This includes all applicable taxes. Late payment shall attract an interest of 10% (ten percent) after which action shall be taken including and not limited to license being withdrawn.

4. Use of Premises

Licensee shall use the Premises solely for the operation of a tuck shop and for no other purpose without the prior written consent of Licensor. Licensee shall comply with all applicable laws, regulations, and University College policies.

Licensee's use of the Licensed Facility shall be exercised in a manner that does not interfere with Licensor's other use or occupation of the space or Licensor's other property or premises.

5. Nature of Catering foods, Goods and beverages to be sold

In view of the statutory mandate and accordance with Licensor's policies, any goods, food or beverage served at the outlet must be approved by Licensor. Sale of Alcoholic drinks and drugs including **handling, trafficking** is not allowed. In addition cooking of food at the premises is not allowed too.

6. Maintenance and Repairs

Licensee shall keep the Premises in a clean and orderly condition and shall be responsible for routine maintenance and repairs. Licensor shall be responsible for major repairs unless damage is caused by Licensee's negligence or misuse.

7. Utilities and Services

Licensee shall be responsible for the payment of all utilities and services associated with the Premises that shall be metered, including but not limited to electricity, water, and internet services.

8. Insurance

Licensee shall maintain adequate insurance coverage for its operations and shall provide proof of such insurance to Licensor upon request. The licence shall include the Licensor named as an additional insured party on Licensee's insurance policy.

9. Indemnification

Licensee agrees to indemnify, defend, and hold harmless Licensor and its employees, officers, and agents from any claims, liabilities, damages, or expenses arising out of or in connection with Licensee's use of the Premises.

10. Termination

Either party may terminate this Agreement upon thirty [30] days' written notice to the other party. Upon termination or expiration of this Agreement, Licensee shall vacate the Premises and return it to Licensor in the same condition as received, normal wear and tear accepted. However gross violation or omission that endangers the licensor safety or security shall warrant immediate termination without notice.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Kenya and the Kiambu County.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, relating to such subject matter.

13. Amendments

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Tuck shop License Agreement as of the day and year first above written.

Licensor: [Mama Ngina University College]

By: _____

Name: [Name of University College Representative] _____

Title: [Title] _____ Sign: _____

Date: _____

Witnessed by: _____ Sign: _____

Date: _____

Licensee: [Licensee Name]

By: _____

Name: [Name of Licensee Representative] _____

Title: [Title] _____ Sign: _____

Date: _____

Witnessed by: _____ Sign: _____

Date: _____

