



# **KISII UNIVERSITY**

**PO BOX 408-40200 KISII, KENYA**

**Website ([www.kisiiuniversity.ac.ke](http://www.kisiiuniversity.ac.ke))**

**OPEN TENDER**

**FOR**

**HOSTING OF LEARNING MANAGEMENT SYSTEM (LMS)**

**TENDER NUMBER: KSU/T/01/2024/2025**

**OPENING AND CLOSING DATE: 30TH, AUGUST 2024 AT 11.30 AM**

**AUGUST, 2024**

**SUPPLIER DETAILS  
FORM 1**

1. Name of Company.....
  2. Physical Location (ie) Town /County.....
  3. Street/Road.....
  4. Building Name.....
  5. Box Number.....
  6. Email address.....
  7. Telephone Number.....
  8. Name/s of majority beneficial owners/ shareholders/Directors and their ID Numbers  
.....  
.....  
.....
  9. Business registration number.....(As indicated in the certificate of incorporation ).
  10. Agpo Certificate number.....(Bidders applying for open categories but have AGPO certificates must indicate AGPO number).
  11. KRA Pin Number.....
- 1 SIGNATURE .....Date.....Stamp.....

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**INVITATION TO TENDER  
PROCURING ENTITY: KISII UNIVERSITY'**

**TENDER NUMBER: KSU/T/1/2024-2025**

**CONTRACT NAME AND DESCRIPTION: HOSTING OF LEARNING MANAGEMENT  
SYSTEM (LMS)**

1. The Kisii University' invites sealed tenders for the Provision of LMS Services
2. Tendering will be conducted under Open Tender method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 8.00am to 5.00pm East Africa Time at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of 1000.00 (One thousand) Kenya shillings in cash or Bankers Cheque and payable to KISII UNIVERSITY' .
5. Tender documents may be obtained electronically from the Website(s) [www.kisiiuniversity.ac.ke](http://www.kisiiuniversity.ac.ke) or [www.tenders.go.ke](http://www.tenders.go.ke) Tender documents obtained electronically will be free of charge.
6. All Tenders must be accompanied by a tender security of Ksh 150,000 (One hundred and fifty thousand shillings only)
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before 30TH AUGUST 2024. Electronic Tenders will not be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.
10. The addresses referred to above are:

**A. Address for obtaining further information and for purchasing tender documents**

VICE CHANCELLOR ,KISII UNIVESRITY  
OFF KISII KILGORIS ROAD,  
408-40200  
procurement@kisiiuniversity.ac.ke

SIGNED FOR: VICE CHANCELLOR , KISII UNIVERSITY

## **SECTION II – INSTRUCTIONS TO TENDERERS**

### **Eligible tenderers**

This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

KISII UNIVERSITY' s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 33 of the Act.

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 KISII 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.

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

### **Cost of tendering**

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

There shall be no price to be charged for the tender document if electronically obtained.

KISII UNIVERSITY' shall allow the tenderer to review the tender document.

### **Contents of tender documents**

The tender document comprises of the documents listed below and addenda 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. Schedule of Requirements
- v. Details of service
- vi. Form of tender
- vii. Price schedules
- viii. Contract form
- ix. Confidential business questionnaire form
- x. Tender securing declaration
- xi. Performance security form
- xii. Principal's or manufacturers authorization form
- xiii. Declaration form

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.

### **Clarification of Documents**

A prospective candidate making inquiries of the tender document may notify KISII UNIVERSITY' in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. KISII 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 KISII UNIVERSITY' . Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who havereceived the tender documents”

KISII UNIVERSITY' shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

### **Amendment of documents**

At any time prior to the deadline for submission of tenders, KISII 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.

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.

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

### **Language of tender**

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

### **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;
- c) Tender security furnished is in accordance with Clause 2.12
- d) Confidential business questionnaire

### **Form of Tender**

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

### **Tender Prices**

**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.**

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

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.

Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

Price variation requests shall be processed by the KISII UNIVERSITY' within 30 days of receiving the request.

### **Tender Currencies**

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

### **Tenderers Eligibility and Qualifications.**

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.

The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the KISII UNIVERSITY' 's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

### **Tender Security**

The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

The tender security shall be in the amount as prescribed in the appendix to instruction to tenderers

The tender security is required to protect KISII UNIVERSITY against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the KISII UNIVERSITY' as non-responsive, pursuant to paragraph 2.20

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 the KISII UNIVERSITY' .

The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

The tender security may be forfeited:

- a) If a tenderer withdraws its tender during the period of tender validity specified by the KISII UNIVERSITY' on the Tender Form; or
- b) In the case of a successful tenderer, if the tenderer fails:
  - i. to sign the contract in accordance with paragraph 30 or
  - ii. to furnish performance security in accordance with paragraph 31.
- c) If the tenderer rejects, correction of an error in the tender.

### **Validity of Tenders**

Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by KISII UNIVERSITY' , pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KISII UNIVERSITY' as non-responsive.

In exceptional circumstances, KISII 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.

### **Format and Signing of Tender**

The tenderer shall prepare one copy of the tender, clearly marked as appropriate.

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 un-amended printed literature, shall be initialed by the person or persons signing the tender.

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.

### **Sealing and Marking of Tenders**

The tenderer shall seal the tender in an envelope, duly marking the envelope as directed in this document.

Be addressed to KISII UNIVERSITY' at the address given in the invitation to tender

Bear tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **30TH AUGUST 2024 at 11.30 Am**

The envelope shall not indicate the name and address of the tenderer.

If the envelope is not sealed and marked as required by paragraph 2.15.2, the KISII UNIVERSITY' will assume no responsibility for the tender's misplacement or premature opening.

### **Deadline for Submission of Tenders**

Tenders must be received by the KISII UNIVERSITY' at the address specified under paragraph 2.15.2 no later than **30TH AUGUST 2024 at 11.30 Am**

KISII 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 KISII UNIVERSITY' and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Bulky tenders which will not fit in the tender box shall be received by the KISII UNIVERSITY procurement department' as provided for in the appendix.

### **Modification and withdrawal of tenders**

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 KISII UNIVERSITY' prior to the deadline prescribed for the submission of tenders.

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.

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 2.12.8.

KISII UNIVERSITY' may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

KISII 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.

### **Opening of Tenders**

The KISII UNIVERSITY' will open all tenders in the presence of tenderers' or their representatives who choose to attend, in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender

security and such other details as the KISII UNIVERSITY' , at its discretion, may consider appropriate, will be announced at the opening. KISII 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.

### **Clarification of tenders**

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

Any effort by the tenderer to influence KISII UNIVERSITY' in KISII UNIVERSITY' 's 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.

### **Preliminary Examination and Responsiveness**

KISII UNIVERSITY' will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

KISII 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.

Prior to the detailed evaluation, pursuant to paragraph 23, the KISII 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. KISII UNIVERSITY' 's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

If a tender is not substantially responsive, it will be rejected by the KISII UNIVERSITY' and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

### **Conversion to a single currency**

Where other currencies are used, KISII 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.

### **Evaluation and comparison of tenders.**

KISII UNIVERSITY' will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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.

KISII 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;
- b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

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

#### **a) Operational Plan.**

The KISII UNIVERSITY' requires that the services under the Invitation for Tenders shall be performed within the time specified in the tenderer's work plan. Tenders will be compared among each other to evaluate the most favorable implementation period with regard to the scope of the assignment those with unrealistically long or short delivery periods will be treated as non- responsive and rejected.

#### **b) Deviation in payment schedule**

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. KISII UNIVERSITY' may consider the alternative payment schedule offered by the selected tenderer.

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

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.

### **Contacting KISII UNIVERSITY'**

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

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

### **Award of Contract**

#### **Post qualification**

In the absence of pre-qualification, KISII 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.

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 KISII UNIVERSITY' deems necessary and appropriate.



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 KISII UNIVERSITY' will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **Award Criteria**

Subject to paragraph 2.29 KISII 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.

KISII 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 KISII UNIVERSITY' 's action. If KISII UNIVERSITY' determines that none of the tenderers is responsive; KISII UNIVERSITY' shall notify each tenderer who submitted a tender

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.

### **Notification of award**

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

The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KISII UNIVERSITY' pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, KISII UNIVERSITY' will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.6.

## **Signing of Contract**

At the same time as the KISII UNIVERSITY' notifies the successful tenderer that its tender has been accepted, the KISII UNIVERSITY' will simultaneously inform the other tenderers that their tenders have not been successful.

Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KISII UNIVERSITY' .

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.

## **Performance Security**

Within thirty (30) days of the receipt of notification of award from KISII 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 KISII UNIVERSITY' .

Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KISII UNIVERSITY' may make the award to the next lowest evaluated or call for new tenders.

## **Corrupt or Fraudulent Practices**

KISII 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.

KISII UNIVERSITY' will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in ~~and~~ <sup>or</sup> 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 SECTION II - INSTRUCTIONS TO THE TENDERER**

Instruction to Tenderers Reference	Particulars Of Appendix To Instructions To Tenders
<b>Paragraph 2.1</b>	The tender is open to all bidders who meet the requirement indicated in the evaluation criteria
<b>Paragraph 2.1.1</b>	Provision of LMS Services to KISII UNIVERSITY'
<b>Paragraph 2.1.4</b>	Bidders to submit declaration statement on corrupt and fraudulent practices
<b>Paragraph 2.9.3</b>	The tender prices shall remain fixed during the contract period.
<b>Paragraph 2.9.4</b>	There will be no price variations during the contract period.
<b>Paragraph 2.10.1</b>	Prices shall be quoted in Kenya Shillings.
<b>Paragraph 2.12.1</b>	Tender security shall be Kshs.150,000 / - in the form of a bank Guarantee or from insurance firm approved by PPRA.
<b>Paragraph 2.13.1</b>	Tenders shall remain valid for 120 days from the date of submission of the tender
<b>Paragraph 2.15.1 (a)</b>	The address of submission of tenders is: <b>THE VICE CHANCELLOR KISII UNIVERSITY P.O BOS 408-40200 KISII ,OFF KISII KILGORIS ROAD.</b>

**Evaluation Criteria**  
**Mandatory Requirements**  
**Stage 1- Preliminary Evaluation**

Each firm **must** satisfy the following mandatory requirements failure to which their tender shall be Non-Responsive. Please read the notes below before submitting the documents.

- Submit certified copy of Certificate of Registration or Incorporation.
- Submit TWO duly filled and bound tender documents clearly marked original and copy to the addresses provided in instructions to tenderers.
- Submit VALID tax compliance certificate from Kenya Revenue Authority.
- Submit Dully filled, signed and Stamped form of tender.
- Must Attach a tender security of Ksh 150,000 from bank or approved insurance firm by PPRA.
- Submit a dully filled, signed, and stamped self-declaration form that you are not debarred to participate in public procurement proceedings as per the provided format.
- Submit a dully filled, signed, and stamped self-declaration form that you will not participate in any corrupt practices asper the provided format.
- Submit a dully filled, signed and stamped confidential business questionnaire.
- Submit a tape bound document that is sequentially serialized.
- Submit Certified Copies of ALL the IDs of the directors of the company/sole proprietor/partnerships/trusts.
- Submit duly filled beneficial ownership form.
- Submit the company CR12 or Trust Deed or an equivalent statutory document
- Submit the copy of company owner ID with majority shares
- Submit the company valid business permit

**Notes:** Validity of documents shall be as at the date of tender opening.  
Documents requiring certification shall be certified by a Commissioner of Oaths.  
Stamps shall bear the name of the organization tendering.

R: Responsive .....

Or

Non-responsive.....

## Technical Evaluation

**Bidders Must score at least 70% at Technical Evaluation.**

<b>STAGE II - Technical Evaluation</b>		
	<b>Evaluation Criteria</b>	Total Score
1.	Provide four (4) clients references where you have provided similar services. Attach reference letters on client's letter head. 5mks each	20
2.	Provide certificate and CV for Atleast 3 key personnel. With relevant experience ( 10 marks) for each personnel .	30
3.	Provide an adequacy work plan and time frame for the assignment	25
4.	Provided Audited books of account for the year 2023	25
	TOTAL	100

***Firms that score at least 70% and above in the technical evaluation will proceed to the final stage of financial evaluation. Firms that score less than 70% shall be rejected at this stage.***

### **Stage 3 – Financial Evaluation**

*The evaluation process will involve comparison of prices and the bid with the lowest price at this stage will be recommended for award of the tender.*

<b>Paragrap hb) 2.24.1</b>	<i>Award will be based on the lowest evaluated bid.</i>
<b>Paragrap h2.27.1</b>	<i>The Performance security shall be equal to five (5 %) per cent of the total tender price. This shall be furnished by the awarded bidder only before signing of the contract.</i>

# SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

## HOSTING OF LEARNING MANAGEMENT SYSTEM (LMS)

### 3. Scope of Work

#### 3.1 Service Requirements

The selected vendor will be responsible for:

- Providing a virtual hosting environment for the LMS.
- Ensuring high availability and uptime of the LMS.
- Providing sufficient storage and computational resources.
- Implementing security measures to protect data and user privacy.
- Offering technical support and maintenance services.
- Providing offsite network attached storage for backup of the LMS data.

#### 3.2 Functional Requirements of the Learning Management System (LMS)

- **Hosting and Accessibility:**
  - Require external scalable hosting cloud environment with below server specifications:
    - Primary E-learning Server – Virtual Private Server (VPS) for E-Learning LMS (32GB RAM, 16vCPUs and 1TB HDD)
    - Examination Server – Virtual Private Server (VPS) for Examination LMS Server (32GB RAM, 16vCPUs and 1TB HDD)
    - BigBlueButton Servers – Virtual Private Server (VPS) for Web-conferencing platform (140GB RAM, 11vCPUs and 5.15TB HDD)
    - Network Attached Storage with a capacity of 2TB for backup.
  - The server resources should be scalable on demand.
  - The cloud hosting infrastructure must support installation of the LMS on an open-source operating system.
  - Accessible 24/7 with availability of 99.9% on the cloud infrastructure and will monitor the LMS system and applications to ensure proactiveness and effective response to minimize downtime.
- **Integration and Compatibility:**
  - LMS must integrate with the existing BigBlueButton Web-conferencing platforms.
  - The LMS should include a comprehensive integrated statistics portal that provides detailed analytics for all BigBlueButton sessions, including metrics on the number of sessions, participant engagement, session duration, and participation trends. Additionally, the portal must support the generation of downloadable reports for further analysis.
  - The LMS should ensure that all recordings of BigBlueButton meetings are readily accessible and available for review at any time.
  - System conformance to collaborative content standards such as SCORM, H5P, integrated with a video conferencing solution, either the open-source BigBlueButton.

- **Customization and User Interface:**
  - Customized LMS system with Kisii University brand identity; theme colours and logo throughout the design.
  - An intuitive UI and UX - user-friendly and easy to navigate on either desktop or mobile devices.
  - The system should include advanced accessibility features, such as screen reader compatibility, adjustable text sizes, and voice commands, to ensure inclusivity for all users.
  - Customizable dashboard to organize courses as desired.
  - The LMS should feature an integrated support chat function that allows students to easily click and ask questions, providing real-time assistance and support.
- **Security and Authentication:**
  - Secure authentication with support for different authentication methods including manual and email-based self-registration and enforcement of strong password policies.
  - Support for mass enrollment of users and segmentation of users into different cohorts based on registration details as filled in the enrolment forms.
- **Course and Content Management:**
  - Allow for course administration, including bulk course adding and the ability to upload and restore large course materials with ease.
  - Capability to upload varied files to one location in the course including journals, streaming media, PDF, Word, Excel, JPEG, GIF, PNG, audio files.
  - LMS supports open standards and is interoperable by design to enable integration of external applications and information onto a single LMS platform, e.g., integration with external authentication platforms, using SCORM packages.
- **Communication and Notifications:**
  - Allow configuring the email service for users to receive notifications for new assignments and send emails to all users for the following, forgot password, notifications, and enrolment status.
  - Allow configuring the private messaging feature within the LMS system to allow users to receive chats/messages in their inbox within the LMS
  - Add course resources and activities.
- **Learning Activities:**
  - LMS to record any learning activity that the student undertakes inside and outside the LMS, supported by the capabilities of the LMS mobile app.
  - Record attendance.
  - Provide multiple tests for a single course.
  - Create a learning plan.
- **Administrative and Content Features:**
  - Ability to create stratified access permissions using roles and permission settings.
  - Ability to create, edit, remove, and delete user accounts.

- LMS must allow for the creation of tasks and activities where the instructor can track the learning progress and interact with learners, including gaming, H5P, etc., interactive content.
- LMS with assessment rubrics enabled, including preferences, competencies, and badges.
- LMS to be integrated with existing systems.
- LMS to be integrated with exam proctoring software and anti-plagiarism software of choice by Kisii University.
- The LMS should incorporate gamification elements, such as badges, custom certificate, leaderboards, and progress tracking, to enhance engagement and motivation.
- **Training and Experience:**
  - Bidder to provide training to the system administrators and faculty members on the LMS solution on a need basis.
  - Bidder to demonstrate experience in hosting and managing LMSs for various learning institutions comparable to Kisii University.

#### **4. Technical Requirements**

##### **4.1 Hosting Environment**

- Virtual servers with scalable CPU, RAM, and storage.
- SSD storage for high performance.
- Load balancing and failover capabilities.
- Secure and isolated environment.
- Open-source operating system support.

##### **4.2 Security**

- Data encryption in transit and at rest.
- Regular security audits and vulnerability assessments.
- Compliance with relevant data protection regulations.
- Configuration of host-based firewall on the virtual server hosting the LMS.

##### **4.3 Backup and Recovery**

- Daily backups with a retention period of at least 30 days.
- Rapid recovery in case of failures or data loss.

##### **4.4 Maintenance and Support**

- Bug fixing to ensure the eLearning platforms run smoothly.
- Technical skills to provide upgrades to the latest stable LMS version, underlying application software including the web server and PHP, Operating System updates, and kernel upgrades.

Managed services on a need basis

Notes:

- All proposed Internet links will be Fiber optic cable.
- Network should be able to support Voice Service integration (both Fixed and GSM Voice).



**Stage 3 – Financial Evaluation**

*The evaluation process will involve comparison of prices and the bid with the lowest price at this stage will be recommended for award of the tender.*

**Stage 4:** *Due diligence: The University may contact due diligence before notification of award to confirm Authenticity of bidders original documents presented for evaluation, Obtain confidential referees feedback and confirm bidders Physical location.*

<b>Paragrap hb) 2.24.1</b>	<i>Award will be based on the lowest evaluated responsive bidder.</i>
<b>Paragrap h2.27.1</b>	<i>The Performance security shall be equal to five (5 %) per cent of the total tender price. This shall be furnished by the awarded bidder only before signing of the contract.</i>

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **Definitions**

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

- i. “The contract” means the agreement entered into between KISII UNIVERSITY’ 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.
- ii. “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- iii. “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to KISII UNIVERSITY’ under the Contract.
- iv. “KISII UNIVERSITY’ ” means the organization sourcing for the services under thisContract.
- v. “The contractor means the individual or firm providing the services under thisContract.
- vi. “GCC” means general conditions of contract contained in this section
- vii. “SCC” means the special conditions of contract
- viii. “Day” means calendar day

### **Application**

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

### **Standards**

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

### **Patent Right’s**

The tenderer shall indemnify KISII UNIVERSITY’ against all third-party claims of infringementof patent, trademark, or industrial design tights arising from use of the services underthe contract or any part thereof.

## **Performance Security**

Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KISII UNIVERSITY' the performance security where applicable in the amount specified in Special Conditions of Contract.

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

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KISII UNIVERSITY' and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the PPRA

The performance security will be discharged by KISII 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.

## **Inspections and Tests**

The KISII UNIVERSITY' or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KISII UNIVERSITY' shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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 KISII UNIVERSITY' .

Should any inspected or tested services fail to conform to the Specifications, KISII 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 KISII UNIVERSITY' .

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

## **Payment**

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

## **Prices**

3.8.1 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 KISII 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.

## **Assignment**

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

## **Termination for Default**

KISII 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 KISII UNIVERSITY' .
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of KISII UNIVERSITY' has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event KISII 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 KISII UNIVERSITY' for any excess costs for such similar services.

## **Termination of insolvency**

3.11.1 KISII 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 KISII UNIVERSITY' .

### **Termination for convenience**

KISII 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 KISII UNIVERSITY' convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

For the remaining part of the contract after termination KISII UNIVERSITY' may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **Resolution of disputes**

KISII UNIVERSITY' 's 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.

### **Governing Language**

3.14.1 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.

### **Force Majeure**

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

**Applicable Law.**

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

**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**

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.

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

General conditions of contract reference	Special conditions of contract
3.5	Performance security required will be 5% of the contract value from a reputable bank <del>in the form</del> of a bank guarantee.
3.7	The payments will be made within thirty (30) days from the receipt of invoice and after satisfactory performance of services
3.8	There shall be no price adjustment and variations in this contract
3.13	If both parties have been unable to resolve disputes amicably the provisions of the Arbitration Act of the laws of Kenya
3.16	The applicable law is the Laws of Kenya
3.17	<b>THE VICE CHANCELLOR KISII UNIVERSITY P.O BOS 408-40200 KISII ,OFF KISII KILGORIS ROAD</b>

## **SECTION V – DESCRIPTION OF SERVICES**

### **PROVISION OF LMS**

#### **Terms of References**

---

##### **Introduction**

This document sets out the Terms of Reference to be used by the successful tenderer/ firm tasked with provision of LMS in Kisii University main campus and her campuses where applicable.

The service provider is expected to adhere to and fulfill ALL the terms set out herein.

##### **Core function**

The University seeks to contract for services from suitably qualified provider/firm to provide LMS.

##### **Overall objective of the consultancy**

The overall objective of the assignment is provision of LMS and IN Kisii University main campus.

**FORM OF TENDER**

Date\_\_\_\_\_

Tender No.\_\_\_\_\_

To.....

.....

[Name and address of KISII

UNIVERSITY' ]Gentlemen

and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .. *[insert numbers,*

the of which is hereby duly acknowledged, wed, the undersigned, offer to provide

.....

.....

in conformity with the said tender documents for the sum of

.....

..... *[total tender amount in words and figures]*

or such other sums as may be ascertained in accordance with the Schedule ofPrices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to **5%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by (KISII UNIVERSITY' ).

4. We agree to abide by this Tender for a period of **120** 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.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this\_\_\_\_\_day of\_\_\_\_\_20

*[signature] [In the capacity of]*

Duly authorized to sign tender for and on behalf of\_\_\_\_\_



**PRICE SCHEDULE FOR THE SERVICES**

<b>Description of services</b>	Amount quoted in Ksh inclusive of all taxes
Monthly charges for provision of LMS	
<b>Total Amount/Tender Price</b>	

NB: - The successful provider will offer the service for a period of two years' renewable ones subject to satisfactory performance.

Signature of tenderer \_\_\_\_\_

Tenderer's Rubber stamp \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_ day of \_\_\_ 20\_\_\_ between .....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the KISII UNIVERSITY’ ”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the KISII UNIVERSITY’ invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of..... [contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH 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 Schedule of Requirements;
- c) the Technical Specifications;
- d) ) the General Conditions of Contract;
- e) ) the Special Conditions of Contract; and
- f) the KISII UNIVERSITY’ ’s Notification of Award.

3. In consideration of the payments to be made by the KISII UNIVERSITY’ to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the KISII UNIVERSITY’ to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The KISII UNIVERSITY’ hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 \_\_\_\_\_ (for the KISII UNIVERSITY’ )

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)  
in the presence of \_\_\_\_\_.

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

Location of Business Premises

Plot No, ..... Street/Road

Postal address ..... Tel No. .... Email.....

Nature of

Business

Registration

Certificate

No.

Maximum value of business which you can handle at any one time – Kshs. Name of your bankers

Branch

	<p>Part 2 (a) – Sole Proprietor                  Your name in full.....Age.....                  Nationality.....Country of Origin.....                  Citizenship details                  .....</p>																				
	<p>Part 2 (b) – Partnership                  Given details of partners as follows</p> <table border="0"> <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> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Part 2 (c) – Registered                  Company Private or Public                  State the nominal and issued capital                  of company Nominal Kshs.                  Issued Kshs.                  Given details of all directors as follows</p> <table border="0"> <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> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

## **TENDER-SECURITY FORM**

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20

### **THE CONDITIONS of this obligation are:-**

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity 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 the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity 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.

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the KISII

UNIVERSITY' ] Whereas..... [name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of ContractNo.\_\_\_\_[reference number of the contract] dated \_\_\_\_\_20\_\_\_\_\_ to

supply.....

[Description 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 the 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:

Therefore we hereby affirm that we are Guarantors and responsible to you, onbehalf 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 orsums 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 20.....

\_\_\_\_\_ Signature and seal of the Guarantors

\_\_\_\_\_ *[name of bank or financial institution]*

\_\_\_\_\_ *[address]*

\_\_\_\_\_ *[date]*

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

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 the KISII 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 the KISII 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 there under or of any of the Contract documents which may be made between the KISII UNIVERSITY’ and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waivenotice 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]*

**LETTER OF NOTIFICATION OF AWARD**

Address of KISII UNIVERSITY'

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ To:

RE: Tender No.

Tender Name

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN  
THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT  
2015.**

I, ....., of Post Office Box  
.....being a resident of ..... in the  
Republic of..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal  
Officer/Director of ..... (insert name of the Company)  
who is a Bidder in respect of Tender No. ....  
for.....(insert tender title/description) for .....( insert  
name of the Procuring entity) and duly authorized and competent to make  
this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been  
debarred from participating in procurement proceeding under Part IV of the Act.

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

.....

.....

(Title) (Signature) (Date)

Bidder Official Stamp



**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box.....being a resident of ..... in the Republic of..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and dulyauthorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is deponed to hereinabove is true to the best of my knowledgeinformation and belief.

.....

.....

(Title) (Signature) (Date  
Stamp

Bidder's Official

**FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM**

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:*

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or*

Tender Reference No.: \_\_\_\_\_ [insert identification no] Name of the Assignment: \_\_\_\_\_ [insert name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_\_\_ [select one option as applicable and delete the options that are not applicable]

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

***Details of beneficial ownership***

<b>Identity of Beneficial Owner</b>	<b>Directly or indirectly holding 25% or more of the shares (Yes / No)</b>	<b>Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)</b>	<b>Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)</b>
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

*ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

*We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]*

*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”*

*Name of the Tenderer ..... \*[insert complete name of the Tenderer] \_\_\_\_\_*

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

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

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

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