



KENYA METHODIST UNIVERSITY
P.O. BOX 267-60200 – MERU KENYA
TELEPHONE: 254-20-2118423-70 FAX: 064-30937
E-mail: supplies@kemu.ac.ke; website: www.kemu.ac.ke

TENDER

DOCUMENT FOR

**SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF
DATABASE SERVER, APPLICATION SERVER AND WEB PORTAL SERVER.**

TENDER No: KeMU/OT/006/2025

CLOSING DATE: FRIDAY 13TH JUNE, 2025 AT 11:00 AM

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SECTION I: INVITATION FOR TENDERS

TENDER NO: KeMU/OT/006/2025: SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION TESTING AND COMMISSIONING OF DATABASE SERVER, APPLICATION SERVER AND WEB PORTAL SERVER.

KeMU invites eligible suppliers to submit sealed bids for **Supply, Delivery, Installation, configuration, Testing and Commissioning of Database Server, Application Server and Web Portal Server.**

Interested firms may obtain further information from **KeMU Main Campus** situated in **Meru**, along Meru-Maua Road and **KeMU Nairobi Campus** situated at **KeMU Towers** 11th floor along Uhuru Highway during normal working hours between 8.00 a.m. and 4.00 p.m. every day from Monday to Friday.

Tender documents may be viewed and downloaded for free from the KeMU website www.kemu.ac.ke Those who download the tender document and intend to submit a bid are required to register their details at the Procurement Officers Office, 1st Floor so as to be able to facilitate for any further clarifications or addendum/addenda vide supplies@kemu.ac.ke.

Complete tender documents must be enclosed in a plain sealed envelope marked with the tender number and tender name and addressed to:

**The Vice Chancellor,
Kenya Methodist University (KeMU),
P. O. Box 267-60200,
Meru.**

The tender documents must be submitted in two copies one marked “ORIGINAL” and the other marked “COPY.” The tender documents should be deposited in the Tender box placed next to Procurement Office at the Administration block 1st floor, **KeMU Main Campus** and be addressed to **The Vice-Chancellor** so as to reach him on or before the closing date and time on **Friday, 13th June 2025 at 11.00 a.m.**

The tenders will be opened immediately after the closing date and time on **Friday, 13th June 2025 at 11.00 a.m** in the **ADH, 1st floor of the Administration Block**. Bidders or bidder representatives are invited to witness the opening.

There shall be a **COMPULSORY SITE VISIT** scheduled as follows:

S/No.	DATE	VENUE
1.	Thursday 5 th June,2025 at 10:00 a.m.	KeMU Towers, Nairobi Executive Boardroom 7 th Floor

Yours faithfully

VICE CHANCELLOR

SECTION II: INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is restricted to all Tenderers eligible as described in the Appendix to 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.
- 2.1.2 **KeMU'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 Public Procurement and Asset Disposal Act No.33 of 2015
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and Sub tenderers) 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 **KeMU** to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Specifications
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Confidential Business Questionnaire Form
 - (ix) Certificate of Independent Tender determination
 - (x) Self-Declaration forms SD1, SD2
 - (xi) Declaration and commitment to the code of ethics
 - (xii) Performance security Form
 - (xiii) Manufacturers Authorization Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

- 2.4.1 A Tenderer making inquiry of the tender documents may notify **KeMU** by post, fax or by email at the **KeMU** address indicated in the Invitation for tenders. **KeMU** will respond in writing to any request for clarification of the tender documents, which it receives not later than four (4) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. 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 candidates who have received the tender documents.
- 2.4.2 **KeMU** shall reply to any clarifications sought by the Tenderer within 4 days of receiving the request to enable the Tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, **KeMU**, 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.
- 2.5.2 All prospective Tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion may extend the deadline for the submission of tenders.

2.6 Language of Tenders

- 2.6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and **KeMU**, shall be written in English language.

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the Tenderers shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, and 2.10 below.
 - (b) Documentary evidence established in accordance with paragraph 2.1.3 that the Tenderer is eligible to tender and is qualified to perform the contract if his tender is accepted.
 - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
 - (d) Declaration Form.

2.8 Tender Forms

The Tenderer shall complete the tender form and the appropriate price schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 2.9.1 The Tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price 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.

- 2.9.2 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 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers eligibility and qualifications

- 2.11.1 Pursuant to paragraph 2.1. of this document, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer eligibility to tender and its qualifications to perform the contract if its tender is accepted.

- 2.11.2 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to **KeMU's** satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

2.12 Site Visit and Data Center Assessment:

- 2.12.1 Bidders are requested to Conduct a thorough site visit to assess the data center environment, including:
- Physical space and rack availability.
 - Clean and stable power supply (UPS, generator backup, etc.).
 - Adequate cooling and environmental controls.
 - Network connectivity and cabling infrastructure.
 - Infrastructure Readiness i.e. Verify that the site meets all requirements for a rack-mounted server installation, including power quality, cooling capacity, and physical security.

The site visit date will be on:

S/No.	DATE	VENUE
1.	Thursday 5 th June,2025 at 10:00 a.m.	KeMU Towers, Nairobi Executive Boardroom 7 th Floor

2.13 Validity of tenders

- 2.13.1 Tenders shall remain valid for **one hundred and eighty (180) days** after the date of tender opening prescribed by **KeMU**, pursuant to paragraph 2.18. A tender valid for a shorter period shall be considered non responsive and will be rejected.

- 2.13.2 In exceptional circumstances, KeMU 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.

2.14 Format and signing of the tender

- 2.14.1 The Tenderer shall submit the tender in two copies in two separate envelopes. One copy will be clearly marked "ORIGINAL" and the other one will be clearly marked "COPY," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and the copy 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.

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

2.15 Tender Security

2.15.1 The Tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to instructions to Tenderers.

2.15.2 The tender security is required to protect **KeMU** against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.15.7

2.15.3 The tender security shall be denominated in Kenya Shillings and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).

2.15.4 Any tender not secured in accordance with paragraph 2.15.1. and 2.15.3 shall be rejected by KeMU as non-responsive.

2.15.5 Unsuccessful Tenderer's tender 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.

2.15.6 The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.27, and furnishing the performance security, pursuant to paragraph 2.28

2.15.7 The tender security may be forfeited:

- a) If a Tenderer withdraws its tender during the period of tender validity.
- b) In the case of a successful Tenderer, if the Tenderer fails to:
 - i. Sign the contract in accordance with paragraph 2.27 or
 - ii. Furnish performance security in accordance with paragraph 2.28.
- c) If the Tenderer rejects correction of an arithmetic error in the tender.

2.16 Sealing and marking of tenders

2.16.1 The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be inserted and sealed in an outer envelope.

2.16.2 The inner and outer envelopes shall:

- a) Be addressed to the

**The Vice Chancellor,
Kenya Methodist University,
P.O. Box 267-60200,
Meru.**

b) Bear the tender number and name.

2.16.3 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”.

2.16.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, **KeMU** will assume no responsibility for the tender’s misplacement or premature opening.

2.17 Deadline for submission of tenders

2.17.1 Tenders must be deposited in the Tender box placed outside of Procurement office at **KeMU Meru Administration block 1st floor**, so as to be received on or before the closing date and time on **Friday, 13th June 2025 at 11.00 a.m.**

2.17.2 **KeMU** may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3, in which case all rights and obligations of **KeMU** and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.17.3 Bulky tenders which will not fit the tender box shall be received by **KeMU** as provided for in the appendix.

2.18 Modification and withdrawal of tenders

2.18.1 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 tenders, is received by **KeMU** prior to the deadline prescribed for submission of tenders.

2.18.2 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 e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.18.4 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 2.12.7.

2.18.5 **KeMU** may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.18.6 **KeMU** shall give prompt notice of the termination to the Tenderers and on request give its reasons for the termination within fourteen (14) days of receiving the request from any Tenderer.

2.19 Opening of Tenders

2.19.1 The tenders will be opened immediately after the closing date and time on **Friday, 13th June 2025 at 11.00 a.m** in **ADH, 1st floor of the Administration Block** in the presence of Tenderers’ representatives present.

2.19.2 The Tenderers' representatives present shall sign a register evidencing their attendance.

2.19.3 The Tenderers names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as at its discretion may consider appropriate, will be announced at the opening.

2.20 Clarification of Tenders

2.20.1 To assist in the examination, evaluation and comparison of tenders **KeMU** 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 of the tender shall be sought, offered, or permitted.

2.20.2 Any effort by the Tenderer to influence **KeMU** in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.21 Preliminary examination and Responsiveness

2.21.1 **KeMU** will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.21.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment, or amendment in any way by any person or entity. If there is a discrepancy between words and figures, the amount in words will prevail.

2.21.3 **KeMU** may waive any minor informality or non-conformity 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.

2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.20 **KeMU** 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. **KeMU's** determination of a tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.

2.21.5 If a tender is not substantially responsive, it will be rejected and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

2.22 Evaluation and Comparison of Tenders

2.22.1 **KeMU** will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 **KeMU's** evaluation of a tender will take into account, in addition to the tender price, the operational plan, in the manner and to the extent indicated in paragraph 2.22.3.

2.22.3 Pursuant to paragraph 2.21.2, the following evaluation method will be applied.

a) Operational Plan

KeMU requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than **KeMU's** required delivery time will be treated as non-responsive and rejected.

2.21.4 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23 Contacting KeMU

2.23.1 Subject to paragraph 2.19 no Tenderer shall contact **KeMU** on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a Tenderer to influence the members of staff of **KeMU** in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.24 Post-qualification

2.24.1 **KeMU** will verify and determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the Tenderers financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 2.11.2, as well as such other information as **KeMU** deems necessary and appropriate.

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.26 **KeMU** 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.

2.25.2 To qualify for contract awards, the Tenderer shall have the following: -

- a) Necessary qualifications, capability, experience, services, equipment and facilities to provide the services 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.

2.26 KeMU's Right to accept or reject any or all Tenders

- 2.26.1 **KeMU** 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.
- 2.26.2 If **KeMU** determines that none of the tenders is responsive, **KeMU** shall notify each Tenderer who submitted a tender.
- 2.26.3 **KeMU** 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.
- 2.26.4 A Tenderer who gives false information in the tender document about his 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.

2.27 Notification of Award

- 2.27.1 Prior to the expiry of the period of tender validity, **KeMU** will notify the successful Tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the Tenderer and **KeMU** pursuant to clause 2.9. Simultaneously the other Tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, **KeMU** will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.
- 2.27.4 If you do not receive any official communication **within 180 days** after the tenders closing date and time of **Friday, 13th June 2025 at 11.00 a.m** Kindly consider that your tender application was unsuccessful.

2.28 Signing of Contract.

- 2.28.1 Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.2 The contract will be definitive upon its signature by the two parties.

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.

2.29 Performance Security

2.29.1 The successful Tenderer may be required to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to **KeMU**.

2.29.2 Failure by the successful Tenderer to comply with the requirement of paragraph 2.27.1 or paragraph 2.28.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event **KeMU** may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 **KeMU** 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.

2.30.2 **KeMU** 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 ON THE INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions To Tenderers Reference	Particulars of Appendix to Instructions to Tender
2.1.1	The tender is open to qualified registered firms for KeMU/OT/006/2025: SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF DATABASE SERVER, APPLICATION SERVER AND WEB PORTAL SERVER.
2.10	Tender prices shall be quoted in Kenya shillings
2.11	The technical specifications and conformity requirements are given in the subsequent sections of the tender document including Sections V, VI and VII among others
2.14	The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be inserted and sealed in an outer envelope.
2.13	The tenders shall remain valid for 180 days Tenderers who would not have received any communication within the 180 days after opening of tenders should consider themselves unsuccessful.
2.15	An Original tender security (Value Kshs. 50,000.00) in the form of Unconditional Bank Guarantee from a reputable bank or insurance company licensed by IRA in Kenya valid for 180 days from the date of tender opening.
2.18	Date, Time and place of bid opening: Friday, 13th June 2025 at 11.00 a.m at KeMU Main Campus ADH Boardroom 1st floor of the Administration block

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (i) **“The contract”** means the agreement entered into between **KeMU** 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 all of goods, works and services to be provided by the Tenderer including any documents, which the Tenderer is required to provide to **KeMU** under the Contract.
- (iv) **“The Tenderer”** means the individual or firm supplying the goods under this contract
- (v) **“The GCC”** means the General Conditions of Contract contained in this section
- (vi) **“The SCC”** means the Special Conditions of Contract
- (vii) **“Day”** means calendar day

3.2 Application

These general conditions shall apply in all contracts made by **KeMU** for the procurement of goods and services.

3.3 Standards

The services provided under this contract shall conform to the standards mentioned in the specifications.

3.4 Use of contract documents and information

- 3.4.1 The Tenderer shall not, without **KeMU’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 **KeMU** in connection therewith, to any person other than a person employed by the Tenderer in the performance of the contract.
- 3.4.2 The Tenderer shall not, without **KeMU’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 **KeMU** and shall be returned (all copies) to **KeMU** on completion of the Tenderer’s performance under the contract if so, required by **KeMU**.

3.5 Patent rights

- 3.5.1 The Tenderer shall indemnify **KeMU** against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by **KeMU**.

3.6 Performance security

- 3.6.1 Within fourteen (14) days of receipt of the notification of contract award, the successful Tenderer shall furnish to **KeMU** the performance security of **2%** of the contract value in the

form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the tender document or any other form acceptable to **KeMU**.

3.6.2 The proceeds of the performance security shall be payable to **KeMU** 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 and shall be in the form of:

(a) A bank guarantee.

(b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).

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

3.7. Delivery of services and documents

Delivery of the goods/services shall be made by the Tenderer in accordance with the terms specified by **KeMU** in the schedule of requirements and the special conditions of 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.

3.8.2 Payment shall be made promptly by **KeMU**, but in no case later than thirty (30) days after submission of a valid invoice or claim by the Tenderer, upon full implementation of the whole project, SLA signed and certificate of acceptance issued.

3.9 Prices

3.9.1 Prices charged by the Tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Tenderer in its tender or in **KeMU'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 consent signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.

3.9.4 Price variation requests shall be processed by **KeMU** within 30 days of receiving the request.

3.10 Assignment

The Tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with **KeMU's** prior written consent.

3.11 Termination for default

3.11.1 **KeMU** 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 deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by **KeMU**.
- (b) If the Tenderer fails to deliver the services of the specified quality.
- (c) If the Tenderer fails to perform any other obligation(s) under the contract.
- (d) If the Tenderer, in the judgment of **KeMU**, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event **KeMU** 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 un- delivered and the Tenderer shall pay **KeMU** for any excess costs for such similar services. However, the Tenderer shall continue performance of the contract to extent not terminated.

3.12 Termination for Convenience

3.12.1 **KeMU** by written notice sent to the Tenderer, 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 procuring entities convenience, the extent to which performance of the Tenderer of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination **KeMU** may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

3.13 Resolution of Disputes

3.13.1 **KeMU** and the Tenderer shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

3.13.1 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.

3.14 Liquidated Damages

If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, **KeMU** shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the termination of the contract may be considered.

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 Applicable Law

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

3.17 Force Majeure

The Tenderer 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.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 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 as relates to the General Conditions of Contract

Reference of General Conditions of Contract	Special Condition of Contract
3.6 Performance security	As per clause 2.28 and 3.6
3.7 Delivery of Services	Delivery of the goods/services shall be made by the Tenderer in accordance with the terms specified by KeMU in the schedule of requirements and the special conditions of contract.
3.8 (i) Payment (ii) Payment mode/criteria	As per details in the Form of Tender/Price Schedule/Financial Proposal and Section VI of the tender Document and/or any other mutually discussed and agreed criteria.
3.9 Price adjustment	No price adjustments allowed. However, the contract should be able to provide for provision of any approved goods, works or services and or reduction of the same at similar price guided by the provisions of Public Procurement and Asset Disposal Act, No.33 of 2015.
3.15 Liquidated damages	If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, KeMU shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods, works and or services. After this the termination of the contract may be considered.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Vice Chancellor, KeMU P. O. Box 267-60200 MERU

SECTION V: SCHEDULE OF REQUIREMENTS

1.1 Background

Kenya Methodist University (KeMU) is a Private University in Kenya. The university has set aside funds for the Supply, Delivery, Installation, Configuration, Testing and Commissioning of Database Server, Application Server and Web Portal Server.

1.2 Scope of Work

The scope of work for the project will include the following deliverables.
The bidder is required to do the following:

1. Conduct a Site Visit and Data Center Assessment:

- Conduct a thorough site visit to assess the data center environment, including:
 - Physical space and rack availability.
 - Clean and stable power supply (UPS, generator backup, etc.).
 - Adequate cooling and environmental controls.
 - Network connectivity and cabling infrastructure.
 - Infrastructure Readiness i.e. Verify that the site meets all requirements for a rack-mounted server installation, including power quality, cooling capacity, and physical security.

2. Delivery, Installation, and Configuration

- Clean Power Management:
 - Installation of clean, conditioned power for the three servers by running a dedicated cable from the KeMU HUB UPS/AVR room in the basement to the data center on the 3rd floor, terminating in three 16 AMP, 3-pin industrial sockets (220–250 V single phase) and connecting these to the power distribution units serving the servers.
- Delivery and Unpacking:
 - The supplier is responsible for the safe delivery and handling of the servers to the designated location.
- Physical Installation:
 - Rack-mount installation must be performed professionally, ensuring proper cable management, airflow, and physical security.
- Network Integration:
 - Confirm that the servers are properly connected to the network and that all network interface cards (NICs) are operational.
- Software Installation and Licensing:
 - Install the required operating system (Windows Server 2019 Standard or later) and database management system (SQL Server 2019 or later) as per specifications
 - Ensure that all software is properly licensed and documented.

3. Testing and Commissioning

- System Verification:
 - Verify hardware functionality, including processor performance, memory, storage, and network connectivity.
- Software Testing:
 - Test OS and DBMS installations to ensure proper configuration and performance.
- Acceptance Testing:
 - Perform comprehensive system tests (including network integration, performance benchmarks, and security assessments) to validate that the servers meet the specified requirements.

4. Documentation and Handover

- **Detailed Documentation:**
 - Provide a complete set of documentation covering installation procedures, system configurations, warranty and support information, and network diagrams.
- **Handover and Training:**
 - Supply necessary training and handover sessions for in-house IT staff to manage and maintain the new servers.

5. Post-Installation Support

- **Service and Maintenance:**
 - Offer post-installation support, including routine maintenance, on-site troubleshooting, and remote management.
- **Warranty and Service Contracts:**
 - Ensure that the supplier provides extended warranty options and service level agreements (SLAs) as part of the procurement.

S/No.	Item description	Unit of issue	Quantity
i.	Data base server	Pcs	1
ii.	Application server	Pcs	1
iii.	Web portal server	Pcs	1

SECTION VI: DETAILED SPECIFICATIONS

COMPONENT	DATABASE SERVER	APPLICATION SERVER	PORTAL SERVER
BASE	HPE DL380 GEN11 WITH COMPATIBLE BACK PLATE AND HARD DISK TRAYS	HPE DL380 GEN11 WITH COMPATIBLE BACK PLATE AND HARD DISK TRAYS	HPE DL380 GEN11 WITH COMPATIBLE BACK PLATE AND HARD DISK TRAYS
PROCESSOR AND COOLING	TWO (2) INTEL® XEON® 6527P PROCESSOR 24-CORE 3.00GHZ 144MB CACHE (255W). INCLUDE HEAT SINKS WITH HIGH-PERFORMANCE FAN KITS TO COOL THE THERMAL DESIGN POWER (TDP) RATED 255W PROCESSORS	TWO (2) INTEL® XEON® 6527P PROCESSOR 24-CORE 3.00GHZ 144MB CACHE (255W). INCLUDE HEAT SINKS WITH HIGH-PERFORMANCE FAN KITS TO COOL THE THERMAL DESIGN POWER (TDP) RATED 255W PROCESSORS	TWO (2) INTEL® XEON® 6527P PROCESSOR 24-CORE 3.00GHZ 144MB CACHE (255W). INCLUDE HEAT SINKS WITH HIGH-PERFORMANCE FAN KITS TO COOL THE THERMAL DESIGN POWER (TDP) RATED 255W PROCESSORS
MEMORY (RAM)	8 × 64 GB DDR5-5200MT/S (512 GB TOTAL)	4 × 64 GB DDR5-5200MT/S (256 GB TOTAL)	4 × 64 GB DDR5-5200MT/S (256 GB TOTAL)
STORAGE	6 × 1.92 TB NVME SSD (≈11.52 TB TOTAL)	4 × 1.92 TB ENTERPRISE SSD (=7.68 TB TOTAL)	4 × 1.92 TB ENTERPRISE SSD (=7.68 TB TOTAL)
SERVER OS	WINDOWS SERVER 2022 STANDARD (64-BIT) WITH GENUINE LICENSE KEY	WINDOWS SERVER 2022 STANDARD (64-BIT) WITH GENUINE LICENSE KEY	WINDOWS SERVER 2022 STANDARD (64-BIT) WITH GENUINE LICENSE KEY
SYSTEM TYPE	64-BIT	64-BIT	64-BIT
DATABASE	MICROSOFT SQL SERVER 2022 (OR LATER) WITH GENUINE LICENSE KEY	MICROSOFT SQL SERVER 2022 (OR LATER) WITH GENUINE LICENSE KEY	MICROSOFT SQL SERVER 2022 (OR LATER) WITH GENUINE LICENSE KEY
NETWORK INTERFACE	2 × HPE ETHERNET10GB 4-PORT ADAPTER (8 PORTS TOTAL)	1 × HPE ETHERNET10GB 4-PORT ADAPTER (4 PORTS TOTAL)	1 × HPE ETHERNET10GB 4-PORT ADAPTER (4 PORTS TOTAL)
POWER SUPPLIES	2 × HPE 1600 W FLEX SLOT PLATINUM	2 × HPE 1600 W FLEX SLOT PLATINUM	2 × HPE 1600 W FLEX SLOT PLATINUM
RACK MOUNT	PROVIDE COMPATIBLE RACK MOUNT ACCESSORIES	PROVIDE COMPATIBLE RACK MOUNT ACCESSORIES	PROVIDE COMPATIBLE RACK MOUNT ACCESSORIES
MANAGEMENT	PER NODE LICENSE EMBEDDED SERVER & REMOTE MANAGEMENT SOFTWARE -ILO ADVANCED OR EQUIVALENT.	PER NODE LICENSE EMBEDDED SERVER & REMOTE MANAGEMENT SOFTWARE -ILO ADVANCED OR EQUIVALENT.	PER NODE LICENSE EMBEDDED SERVER & REMOTE MANAGEMENT SOFTWARE -ILO ADVANCED OR EQUIVALENT.
INPUT/OUTPUT INTERFACES	1 RJ45 1 GBE DEDICATED BMC LAN PORT, 1 USB 2.0 TYPE-A PORT(REAR) 1 USB 3.2 GEN1 TYPE-A PORT(REAR) 1 VGA PORT(REAR) 1 TPM HEADER	1 RJ45 1 GBE DEDICATED BMC LAN PORT, 1 USB 2.0 TYPE-A PORT(REAR) 1 USB 3.2 GEN1 TYPE-A PORT(REAR) 1 VGA PORT(REAR) 1 TPM HEADER	1 RJ45 1 GBE DEDICATED BMC LAN PORT, 1 USB 2.0 TYPE-A PORT(REAR) 1 USB 3.2 GEN1 TYPE-A PORT(REAR) 1 VGA PORT(REAR) 1 TPM HEADER
SECURITY	-CRYPTOGRAPHICALLY SIGNED FIRMWARE -SECURE BOOT -SECURE FIRMWARE UPDATES -AUTOMATIC FIRMWARE RECOVERY	-CRYPTOGRAPHICALLY SIGNED FIRMWARE -SECURE BOOT -SECURE FIRMWARE UPDATES -AUTOMATIC FIRMWARE RECOVERY	-CRYPTOGRAPHICALLY SIGNED FIRMWARE -SECURE BOOT -SECURE FIRMWARE UPDATES -AUTOMATIC FIRMWARE RECOVERY

	-SUPPLY CHAIN SECURITY: REMOTE ATTESTATION -RUNTIME BMC PROTECTIONS -SYSTEM LOCKDOWN	-SUPPLY CHAIN SECURITY: REMOTE ATTESTATION -RUNTIME BMC PROTECTIONS -SYSTEM LOCKDOWN	-SUPPLY CHAIN SECURITY: REMOTE ATTESTATION -RUNTIME BMC PROTECTIONS -SYSTEM LOCKDOWN
MAINTENANCE	– 3-3-3 WARRANTY (3YRS ON SITE, 3YRS, PARTS, 3YRS LABOUR)	– 3-3-3 WARRANTY (3YRS ON SITE, 3YRS, PARTS, 3YRS LABOUR)	– 3-3-3 WARRANTY (3YRS ON SITE, 3YRS, PARTS, 3YRS LABOUR)

SECTION VII: EVALUATION CRITERIA

PRELIMINARY REQUIREMENTS (MANDATORY)

A	COMPLETENESS AND RESPONSIVENESS CRITERIA	REQUIREMENT
1.	Form of Tender	-Completed without alterations to the Text -Properly filled signed and stamped.
2.	Tenderer's Eligibility Confidential business questionnaire	- Properly filled, signed, stamped and Certified -Attach proof of Citizenship and Directors shareholding. National ID
3.	Certificate of Independent Tender Determination	- Properly Filled, Stamped and Signed
4.	Self-Declaration on debarment (PPAD ACT 2015)	- Properly Filled, Stamped and Signed
5.	Self-Declaration on Corruption / Fraudulent Practices	- Properly Filled, Stamped and Signed
6.	Declaration and Commitment to the Code of Ethics.	- Properly Filled, Stamped and Signed
7.	Schedule of Prices.	- Properly Filled, Stamped and Signed
8.	Litigation History	- Properly Filled, Stamped and Signed
9.	Serialization.	- Must be chronologically and sequentially serialized
10.	Tax Compliance Certificate	-Provide valid tax compliance certificate
11.	Certificate of Incorporation	- Copy of certificate Certified by Commissioner for Oaths
12.	Delivery schedule:	Bidders Must provide a letter addressed to the Vice Chancellor on delivery period and should be less than 30 days upon receipt of an LPO/Contract.
13.	Tender Security	An Original tender security (Value Kshs. 50,000.00) in the form of Unconditional Bank Guarantee from a reputable bank or insurance company licensed by IRA in Kenya valid for 180 days from the date of tender opening.

NB: Please note that the authenticity of the above documents provided **MAY** be verified with the relevant authority and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive.

Bidders must meet all the Mandatory requirements to qualify for Technical Evaluation.

TECHNICAL EVALUATION CRITERIA

Under this criterion responsive bidders from the mandatory evaluation stage shall be evaluated in two stages namely.

2A- Documentation evaluation

Interested bidders are required to provide the following:

- i. Dully filled, signed and stamped **manufacturer authorization form** i.e. bidders **MUST** attach Manufacturer authorization form from the manufacturer in the manufacturer letterhead **OR** attach a valid dealership Letter/partnership with Local Dealer/distributor for the Quoted Items.

N/B: Failure to provide the above shall lead to automatic disqualification from further evaluation.

Only bidders who qualify from the above will proceed to part 2B **PRODUCT evaluation.**

2B- Product evaluation

Interested bidders are required to provide the following:

- i. Comprehensive brochure/technical data sheets for the ICT Equipment clearly indicating the technical specifications of the quoted products. Under this criterion the university shall evaluate the attached brochure/technical data sheet for the ICT Equipment against its technical specification to confirm whether the brochure/technical data sheets meet the university specification.

NB Only bids that qualify from the above will proceed to financial evaluation stage.

FINANCIAL EVALUATION

Only bidders who qualify at the technical evaluation stage will be subjected to financial evaluation.

Stage 1: Financials

1. This will include the following: -
 - a) Confirmation of and considering price schedules duly completed and signed.
 - b) Conducting a financial comparison for the firms that passed technical evaluation
2. Tenders shall also be checked for errors and inconsistencies.

Stage 2: Negotiations and Due Diligence

The lowest evaluated firm will be called upon to negotiate on any other clarifications that will be noticed during evaluations.

Due diligence on the bidders' clients shall be conducted.

SECTION VIII: STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Confidential Business Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.
4. **Certificate of Independent Determination** - This form must be completed by the Tenderer and submitted with the tender documents.
5. **Self-Declaration Form 1 (SD 1)** - This form must be completed by the Tenderer and submitted with the tender documents.
6. **Self-Declaration Form 2 (SD 2)** - This form must be completed by the Tenderer and submitted with the tender documents.
7. **Declaration and commitment to the code of ethics** - This form must be completed by the Tenderer and submitted with the tender documents.
8. **Litigation History** - This form must be completed by the Tenderer and submitted with the tender documents.
9. **Performance Security** - The form shall be completed by the successful bidder.
10. **Manufacturers Authorization Form/Letter** - This form/Letter must be completed by the Tenderer and submitted with the tender documents.

To: Vice-Chancellor,
Kenya Methodist University,
P. O. Box 267-60200 Meru.

Gentlemen and/or Ladies:
Having examined the tender documents including Addenda No..., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for ___in conformity with the said tender documents for the Grand Total Contract sum of shillings_____as total Cost for **Supply, Delivery, Installation, Configuration Testing and Commissioning of Database Server, Application Server and Web Portal Server.**

(total tender amount in words and figures) in accordance with the Schedule of Prices/Schedule of Requirements attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to provide the services of Supply, Delivery, Installation, Configuration Testing and Commissioning of Database Server, Application Server and Web Portal Server. in accordance with the Specifications specified in the Schedule of Requirements and details of the services to be sourced and monitored by the service provider.
If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____percent of the contract price for the due performance of the contract in the format prescribed by **KeMU**.
We agree to abide by this tender for a period of **one hundred and eighty (180) 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 signing of the contract by the parties.
We understand that you are not bound to accept the lowest or any tender you may receive.
Dated this _____day of _____2025.

(Signature) _____ (In the capacity of) _____

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE

NO	DESCRIPTION	PRICE INCLUSIVE OF VAT Kshs
1.	SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION TESTING AND COMMISSIONING OF DATABASE SERVER, APPLICATION SERVER AND WEB PORTAL SERVER.	

The total cost of the project amount in words inclusive of all applicable taxes and costs quoted for

.....

.....

Signature.....

Email Address.....

Name of authorized representative.....

Company Stamp.....

Telephone/Mobile Number.....

Completion Period.....

The Tenderer shall fill in the Grand Total Contract Sum Inclusive of all relevant applicable taxes and costs. Items for which no rate and/or price is entered by the Tenderer will not be paid for by KeMU when executed and shall be deemed /;covered by the other rates and price.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are required to give the particulars indicated in part 1 and either 2(a), 2(b) or 2(c) whichever applies to your type of business.

A Tenderer who gives false information will be disqualified.

Part 1 – General:

Business Name

/ (Attach copy of certificate of Incorporation or Registration Certificate)

Location of Business

Plot No..... Street/Road..... Postal Address.....

Tel. No Email Address

Nature of Business Current Trade License No.....

Expiry date.....

PIN No..... VAT No.....

Attach copy of pin Certificate and copy of VAT certificate

Maximum value of business you can handle at any one time: Sh. -----

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietors

Your name in full.....

Nationality; (State whether Kenyan or Non-Kenyan) -----

Part 2(b) – Partnership:

Give names of partners as follows:

Name	PIN No.	Nationality	Shares
1. -----	-----	-----	-----
2 -----	-----	-----	-----
3 -----	-----	-----	-----

Part 2(c) – Registered Company Private

or Public

Give Details of all Directors as follows:

Name	PIN No.	Nationality	Shares
1. -----	-----	-----	-----
2 -.-----	-----	-----	-----
3 -.-----	-----	-----	-----
4. -----	-----	-----	-----

Signed ----- Date-----

(Authorized signatory of the firm)

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____ [Name of Procuring
Entity] for: _____ [Name and number
of tender] in response to the request for tenders made by: _____ [Name
of Tenderer] do hereby make the following statements that I certify to be true and complete in
every respect:

I certify, on behalf of _____ [Name of Tenderer]
that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word —competitor shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

Title

Date

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

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 herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

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
duly authorized 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 herein above is true to the best of my knowledge
information and belief.

.....
(Title)	(Signature)	... (Date)

Bidders Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I.....(person) on behalf of
(Name of the Business/ Company/Firm)declare that I have
read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015,
Regulations and the Code of Ethics for persons participating in Public Procurement and Asset
Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in
Public Procurement and Asset Disposal.

Name of Authorized signatory.....
Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness Name

.....

Sign.....

Date.....

LITIGATION HISTORY

Name of Contract Supplier.....

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last one year or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT CURRENT VALUE, KSHS. EQUIVALENT)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS *[name of tenderer]* (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated 20 to provided *[description of insurance services]* (Hereinafter called “the Contract”)

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

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

This guarantee is valid until the..... day of.....20.....

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

MANUFACTURER AUTHORISATION FORM

To: Vice-Chancellor,
Kenya Methodist University
P. O. Box 267-60200
Meru

WHEREAS

(name of the manufacturer) who are established and reputable manufacturers of
_____(name and/or description of the
goods) having factories at:

(address of factory) do

hereby authorize

(name and address of Agent)

to submit a tender, and subsequently negotiate and sign the Contract with you against Tender
No. _____
(reference of the tender) for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract
for the goods offered for supply by the above firm against this Invitation for Tenders.

(Signature for and on behalf of manufacturer)

Note: This letter of authority should be on the letterhead of the Manufacturer and should
be signed by a person authorized to sign on behalf of the manufacturer.