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**TENDER NO: KNL/HQ/T011/2014-2015**

**TENDER FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF  
TABLETS**

**(JANUARY 2015)**

15<sup>TH</sup> JANUARY 2015

## Contents

1. SECTION I – NTRODUCTION.....	3
2. SECTION II – INSTRUCTIONS TO BIDDERS.....	4
APPENDIX TO INSTRUCTIONS TO BIDDERS.....	15
3. SECTION III – GENERAL CONDITIONS OF CONTRACT.....	16
4. SECTION IV – SPECIAL CONDITIONS OF CONTRACT .....	20
EVALUATION CRITERIA.....	23
5. TECHNICAL SPECIFICATIONS .....	27
6. STANDARD FORMS.....	27
DECLARATION FORM .....	35
7. FINANCIAL PROPOSAL.....	42
SIGNATURE AND RUBBER STAMP OF TENDERER.....	45
_____ .....	45

## **1. SECTION I –INTRODUCTION**

knls invites sealed tenders from eligible candidates for the Supply, Delivery, Installation & Commissioning of Tablets

Interested eligible candidates may obtain further information and inspect the tender documents at **Supply Chain Office knls Headquarters, Buruburu Mumias Road, Nairobi** during normal working hours.

**Kenya National Library Service** in its bid to modernize its ICT infrastructure is looking to evaluate and selecting a supplier to supply deliver and install computer systems Hardware

This document constitutes a formal Tender for the Supply, Delivery, Installation and Commissioning of Tablets

Should any query be raised concerning a matter of principle, Kenya National Library Service will clarify this with all vendors at the earliest opportunity.

### **1.1 Contact details**

All enquiries and correspondence regarding the Tender document should be addressed through letter or email to:

**Director**

Kenya National Library Service

P.O. Box 30573 -00100

**NAIROBI**

**Tel: +252 20 2725550/1**

**Email: knls@knls.ac.ke**

## **2. SECTION II – INSTRUCTIONS TO BIDDERS**

### **2.1 Eligible bidders**

- 2.1.1. This Invitation to Tender is open to prequalified suppliers eligible as described in the instructions to bidders. Successful Tender 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. Knls 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 131 of the Act.
- 2.1.3. Bidders shall provide the qualification information statement that the Tender (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 Knls 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 Tender.
- 2.1.4. Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tender**

- 2.2.1 The Bidders shall bear all costs associated with the preparation and submission of its Tender, and Knls, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

- 2.3 Knls shall allow the Bidder to review the Tender document before quoting

### **2.4 Contents of Tender documents**

- 2.4.1. The Tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to bidders.
  - i) Instructions to bidders.
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Form of Tender
  - vi) Price schedules
  - vii) Contract form
  - viii) Confidential business questionnaire form
  - ix) Performance security form
  - x) Declaration form
- 2.3.2. The bidder is expected to examine all instructions, forms, terms, and specifications in the Tender documents. Failure to furnish all information required by the Tender or to submit a Tender not substantially responsive to the Tender documents in every respect will be at the bidders risk and may result in its rejection.

## **2.5 Clarification of Documents**

- 2.5.1. A prospective candidate making inquiries of the Tender document may notify Knls in writing or by post, fax or email at the entity's address indicated in the Invitation to Tender. Knls 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 Tender, prescribed by Knls. Written copies of the Knls response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders who have received the Tender documents"
- 2.5.2. Knls shall reply to any clarifications sought by the bidders within 3 days of receiving the request to enable the bidders to make timely submission of its Tender.

## **2.6 Amendment of documents**

- 2.6.1. At any time prior to the deadline for submission of Tender, Knls, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the Tender documents by issuing an addendum.
- 2.6.2. All prospective bidders who have obtained the Tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Tender, Knls, at its discretion, may extend the deadline for the submission of Tender.

## **2.7 Language of Tender**

- 2.6.1. The Tender prepared by the bidders, as well as all correspondence and documents relating to the Tender exchanged by the bidders and Knls, shall be written in English language. Any printed literature furnished by the bidder may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

The Tender prepared by the bidder shall comprise the following components:

- a. A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below.
- b. Documentary evidence established in accordance with Clause 2.11 that the bidder 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
- e. Declaration form

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The bidder shall indicate on the Price schedule the unit prices where applicable and total Tender prices of the goods it proposes to supply under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the goods quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the bidder shall remain fixed during the term of the contract unless otherwise agreed by the parties. A Tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by Knls within 90 days of receiving the request.

## **2.10 Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to bidders.

## **2.11 Bidders Eligibility and Qualifications.**

- 2.11.1 Pursuant to Clause 2.1 the bidder shall furnish, as part of its Tender, documents establishing the bidders eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
- 2.11.2 The documentary evidence of the bidder's qualifications to perform the contract if its Tender is accepted shall establish to Knls satisfaction that the bidder has the financial and technical capability necessary to perform the contract.

## **2.13 Validity of Tender**

- 2.13.1 Tender shall remain valid for **90 days after date of Tender Opening** prescribed by Knls, pursuant to paragraph 2.18. A Tender valid for a shorter period shall be rejected by Knls as non-responsive.
- 2.13.2 In exceptional circumstances, Knls may solicit the bidder 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 bidder may refuse the request without forfeiting its Tender security. A bidder granting the request will not be required nor permitted to modify its Tender.

## 2.14 Format and Signing of Tender

2.14.1 The bidder shall prepare **‘two copies’** of the **‘Technical proposal’** and **‘Financial proposal’**, **properly bound** and clearly marking each **“ORIGINAL FINANCIAL PROPOSAL”**, **“ORIGINAL TECHNICAL PROPOSAL”** and **“COPY OF FINANCIAL PROPOSAL AND COPY OF TECHNICAL PROPOSAL”**, as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.

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

## 2.15 Sealing and Marking of Tender

2.15.1 The bidder shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

(a) Be addressed to Knls at the address given in the invitation to Tender

(b) Bear, **Tender No. KNL/HQ/T011/2014-2015**

**TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TABLETS AND THE WORDS: “DO NOT OPEN BEFORE 28<sup>TH</sup> JANUARY, 2015 AT 11.00 A.M LOCAL TIME.”**

2.15.3 **The inner envelopes only shall also indicate the name and address of the bidder to enable the Tender to be returned unopened in case it is declared “late” and also to enable the financial proposals to be returned unopened where the bidder does not qualify for financial evaluation after technical evaluation.**

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Knls will assume no responsibility for the Tender’s misplacement or premature opening.

## 2.16 Deadline for Submission of Tender

2.16.1 Tender must be received by Knls at the address specified under paragraph 2.15.2 no later than **28<sup>th</sup> January, 2015 at 11.00a.m local time.**

2.16.2 Knls may, at its discretion, extend this deadline for the submission of Tender by amending the Tender documents in accordance with paragraph 6, in which case all rights and obligations of Knls and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.



2.16.3 Bulky Tender which will not fit in the Tender box shall be received by Knls as provided for in the appendix.

## **2.17 Modification and withdrawal of Tender**

- 2.17.1 The bidder 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 Knls prior to the deadline prescribed for the submission of Tender.
- 2.17.2 The bidder'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 not later than the deadline for submission of Tender.
- 2.17.3 No Tender may be modified after the deadline for submission of Tender.
- 2.17.4 No Tender may be withdrawn in the interval between the deadline for submission of Tender and the expiration of the period of Tender validity specified by the bidder on the Tender Form. Withdrawal of a Tender during this interval may result in bidder forfeiture of its Tender security, pursuant to paragraph 2.12.7.
- 2.17.5 Knls may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 Knls shall give prompt notice of the termination to the bidder and on request give its reasons for termination within 14 days of receiving the request from any bidder

## **2.18 Opening of Tender**

- 2.18.1 Knls will open the entire tenders in the presence of bidder representatives who choose to attend after **28<sup>th</sup> January, 2015 at 11.00a.m local time** and in the location specified in the invitation to tender. The bidder's representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The bidders names, Tender modifications or withdrawals, Tender prices, discounts, and the presence or absence of requisite Tender security and such other details as Knls, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 Knls will prepare minutes of the Tender opening which will be submitted to the bidder that signed the Tender opening register and who will have made the request.

## **2.19 Clarification of Tender**

- 2.19.1 To assist in the examination, evaluation and comparison of Tender Knls may at its discretion, ask the bidder for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the bidder to influence Knls in Knls Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the bidder Tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 Knls will examine the Tender 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 Tender are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its Tender will be rejected, and its Tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 Knls 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 bidder.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, Knls 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. Knls determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 2.20.5 If a Tender is not substantially responsive, it will be rejected by Knls and may not subsequently be made responsive by the bidder by correction of the nonconformity.

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

- 2.21.1 Where other currencies are used, Knls 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.

## **2.22 Evaluation and comparison of Tender.**

- 2.22.1 Knls will evaluate and compare the Tender which have been determined to be substantially responsive, pursuant to Evaluation Criteria spelt out in the Tender documents in the Special Conditions of Contract.
- 2.22.2 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.
- 2.22.3 Knls 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:
- 2.22.4 The Tender evaluation committee shall evaluate the Tender within 30 days from the date of opening the Tender.
- 2.22.5 To qualify for contract awards, the bidder 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.

## **2.23. Contacting Knls**

2.23.1 Subject to paragraph 2.19, no bidder shall contact Knls on any matter relating to its Tender, from the time of the Tender opening to the time the contract is awarded.

2.23.2 Any effort by a bidder to influence Knls in its decisions on Tender evaluation Tender comparison or contract award may result in the rejection of the bidders Tender.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 Knls will determine to its satisfaction whether the bidder 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 bidder financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder qualifications submitted by the bidder pursuant to paragraph 2.1, as well as such other information as Knls deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's Tender, in which event Knls will proceed to the next lowest evaluated Tender to make a similar determination of that bidder capabilities to perform satisfactorily.

### **b) Award Criteria**

2.24.3 Subject to paragraph 2.26 Knls will award the contract to the successful bidder whose Tender has been determined to be substantially responsive and has been determined to be the lowest evaluated Tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

2.24.4 Knls reserves the right to accept or reject any Tender and to annul the process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidders of the grounds for Knls's action. If Knls determines that none of the bidder is responsive; Knls shall notify each bidder who submitted a Tender. A bidder 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.

## **2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of Tender validity, the Procuring entity will notify the successful bidder in writing that its Tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the bidder and Knls pursuant to clause 2.26. Simultaneously the other bidders shall be notified that their Tender have not been successful.
- 2.25.3 Upon the successful bidder furnishing of the performance security pursuant to paragraph 2.27, Knls will promptly notify each unsuccessful bidder and will discharge its Tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

- 2.26.1 At the same time as Knls notifies the successful bidder that its Tender has been accepted, Knls will simultaneously inform the other bidder that their Tender have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return into Knls.
- 2.26.3 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.

## **2.27 Performance Security**

- 2.27.1 Within thirty (30) days of the receipt of notification of award from Knls, the successful bidder 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 Knls.
- 2.27.2 Failure of the successful bidder to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tenders security, in which event Knls may make the award to the next lowest evaluated or call for new Tender.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 Knls requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 Knls will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO BIDDERS

The following information for the procurement of Knls **Supply, Delivery, Installation and Commissioning of ICT Hardware** shall complement, supplement, or amend, the provisions on the instructions to bidder. Wherever there is a conflict between the provisions of the instructions to bidder and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to bidders.

Instruction to Tender reference	<i>Particulars of Appendix to instructions to Bidders</i>
2.1	Eligible bidders shall be registered Firms
2.15.2 (b)	The Tender shall <b>close on 28<sup>th</sup> January, 2015 at 11.00a.m local time and location indicated on the Tender document.</b>
2.16.1	Not later than 11.00a.m local time on <b>28<sup>th</sup> January, 2015</b>
2.16.3	Bulky Tender documents shall be received in properly sealed envelopes as per instruction at the Principal Supply Chain Officer office on 3 <sup>rd</sup> Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than <b>one (1) hour before</b> the closing time, after which the bidder shall be required to place the Tender documents at the Tender Box designated area.
2.18.1	After 11.00a.m local time on <b>28<sup>th</sup> January, 2015</b>
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account

### **3. SECTION III – GENERAL CONDITIONS OF CONTRACT**

#### **3.1 Definitions**

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

- (a) "The contract" means the agreement entered into between Knls and the bidder as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the bidder under the Contract for the full and proper performance of its contractual obligations.
- (c) "The services" means services to be provided by the contractor including materials and incidentals which the bidder is required to provide to Knls under the Contract.
- (d) "The Procuring entity" means Knls, the organization sourcing for the goods and services under this Contract.
- (e) "The contractor" means the individual or firm providing the services under this Contract.
- (f) "GCC" means general conditions of contract contained in this section
- (g) "SCC" means the special conditions of contract
- (h) "Day" means calendar day

#### **3.2 Application**

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

#### **3.3 Standards**

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

#### **3.5 Patent Right's**

Bidder shall indemnify Knls against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

#### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful bidder shall furnish to Knls the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to Knls as compensation for any loss resulting from the bidder failure to complete its obligations under the Contract.



3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Knls and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Letter of credit.

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

### **3.7 Inspections and Tests**

3.7.1 Knls or its representative shall have the right to inspect and/or to test the goods and services to confirm their conformity to the Contract specifications. Knls shall notify the bidder in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the bidder or its subcontractor(s). If conducted on the premises of the bidder 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 Knls.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, Knls may reject the services, and the bidder shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to Knls.

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

### **3.8 Payment**

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

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the bidder in its Tender or in Knls's request for Tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

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

### **3.11 Termination for Default**

Knls may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder terminate this Contract in whole or in part:

- a) If the bidder fails to provide any or all of the goods and services within the period(s) specified in the Contract, or within any extension thereof granted by Knls.
- b) If the bidder fails to perform any other obligation(s) under the Contract.
- c) If the bidder, in the judgment of Knls has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Knls terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods and services similar to those undelivered, and the bidder shall be liable to Knls for any excess costs for such similar services.

### **3.12 Termination of insolvency**

Knls 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 Knls.

### **3.13 Termination for convenience**

- 3.13.1 Knls 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 Knls convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination Knls may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

Knls'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.

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

#### 4. SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract, (GCC), wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.1.1 **Conditions for award:** - A bidder shall be deemed to be the lowest evaluated if the bidder has the highest total combined scores (TS+FS). **The Technical(T) and Financial(F) evaluation will be allocated weights as follows-Technical score (TS) 80 % and financial Score (FS) 20 %.**

4.1.2 Delay in delivery, supply, installation and commissioning of the various hardware beyond the proposed delivery date or within the specified period in the contract, the procuring entity shall without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to a minimum of 2% of the delivery price of the delayed goods/services up to a maximum deduction of 10% of the delayed goods. After this the supplier may consider termination of the contract.

4.1.3 Bidders shall be required to indicate their total bid price (inclusive of all duties and taxes) in the Form of Tender. **The form of Tender shall ONLY be binding if it is duly filled, signed and stamped,** otherwise it shall be rejected.

4.1.4 The final bid price contained in the Form of Tenders shall be inclusive of all costs, duties and taxes associated with the Supply, Installation and Commissioning of the proposed software, user training and project team costs and associated system and maintenance support for the software.

4.1.5 A detailed breakdown of all costs of the proposed hardware and software shall be provided.

4.1.6 Payments shall be made after supply, delivery, and installation and commissioning of ICT Hardware and software by the Knls as specified in the contract.

4.1.7 Prices charged by the supplier for the supply, delivery, installation and commissioning of the proposed software and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the supplier in its bid.

4.1.8 **Subcontracts:** the supplier shall notify the Knls in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the Contract.

##### 4.1.9 **Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, terminate this Contract in whole or in part:

(a) if the supplier fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

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

(c) if the supplier, in the judgment of the Knls has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Knls terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable to the Procuring entity for any excess costs for such similar Goods.

- 4.1.10 Bidders shall be required to declare that they are not debarred from participating in public procurement by signing the form of statement of debarment in the Tender documents.

#### **4.2 Request for Quotation Notes**

- 4.2.1 The bidder is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform The Authority at once and have the same rectified.

- 4.2.2 Should the bidder be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform The Authority in order that the correct meaning may be decided upon before the date for submission of the Tender.

- 4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the bidder Tender due to mistakes which should have been rectified in the manner described above.

The bidder shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

##### **4.2.3.1 Warranty**

The Supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that the goods supplied under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied goods under the conditions obtaining in Kenya.

- 4.2.4 This warranty will remain valid for two (2) years after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port of loading in the source country, whichever period concludes earlier
- 4.2.5 Knls shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 4.2.6 Upon receipt of such a notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to Knls.
- 4.2.7 If the Supplier having been notified, fails to remedy the defect(s) within a reasonable period, Knls may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which Knls may have against the Supplier under the contract

4.2.8 The lowest tender figure from among the Bidders who qualify at the technical stage (80% and above) will be used as a base value for the calculation of the weighted score for each bidders using the weight 'F' shown above as follows:-  $\frac{LTF}{TF} \times F = FS$

## **EVALUATION CRITERIA**

### **STAGE ONE**

#### **4.3.1 Preliminary evaluation of Open Tender**

The evaluation committee shall first conduct a preliminary evaluation to determine whether –

- (a) The Tender has been submitted in the required format;
- (b) Any Tender security submitted is in the required form, amount and validity period;
- (c) The Tender has been signed by the person lawfully authorised to do so;
- (d) The required number of copies of the Tender have been submitted;
- (e) The Tender is valid for the period required; and
- (f) All required documents and information have been submitted.

#### **4.3.2 Statutory / Mandatory requirements**

- 1. Certificate of Company/Firm registration
- 2. Valid Tax Compliance certificate
- 3. Details of directorship/ownership with respective shareholding and details of citizenship
- 4. Audited accounts for the last two (2) years **(within 2011 and 2014)**
- 5. Manufacturers Authorization/Letter of authorization from the manufacturer
- 6. Duly signed and stamped warranty letter for 2years for hardware
- 7. Statement of verification that the Firm is not debarred in the Matter of Public Procurement and Disposal Act 2005.

**Tender which do not satisfy any of the above requirements (clause 4.3.1 & 4.3.2) shall be rejected.**

### **STAGE TWO**

#### **4.3.3 Technical Evaluation**

The technical evaluation committee appointed by Knls shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria provided.

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score.

In order to qualify for stage three –**Financial proposal** bidders must achieve a minimum score of **80 points** out of the maximum allocated points in the evaluation criteria. This will then be weighted using the formula:  $S/100 \times T = TS$ , where S is the Bidder's score, T is the technical weighted for technical evaluation and TS is the weighted technical score.

The technical (T) and financial (F) evaluation will be allocated weights of 80% and 20% respectively.

## **EVALUATION CRITERIA**

## **STAGE TWO**

N/B: The technical (T) and financial (F) evaluation will be allocated weights as follows: (Technical Score 80%, Financial Score 20%).

### **Technical Evaluation**

**(Documentary evidence must be provided for each requirement – non-compliance shall lead to disqualification or nil points)**

**NB: Cut off shall be 80% to qualify for financial evaluation (price comparison) and to be weighted using the formula:  $S/100 \times T = TS$ , where S is the Bidder's score, T is the technical weighted for technical evaluation (80%) and TS is the weighted technical score.**

#### **A. GUARANTEED TECHNICAL PARTICULARS (Total Marks 34)**

Must meet the minimum requirement as per specifications

- Technical Specifications must meets or exceeds specifications provided in the terms or reference **(25 Marks)**
- Bidder must indicate on the specifications sheets whether the equipment offered comply with each specific requirement **(5 Marks)**
- The Bidder must attach/provide catalogues, brochures and drawings **( 4 Marks)**

#### **B. PERSONNEL (Total 18 Marks)**

**(Copies of educational and professional certificates should be attached as documentary evidence. Failure to attach documentary evidence shall attract nil points)**

- Contract Manager to have at least BSc (Computer Science or equivalent) and 5 - 7 years' experience in the proposed position and in works of similar nature. **(Total 5 Points)**
  - Academic Qualification **(2 points)** & Experience for the Period Indicated **(1 Points)**
  - With the required qualification but less experience than the period indicated **(Pro-rate)**
  - Less Qualifications than stated above **(0 Points)**
  - Submission of detailed C.V fully counter signed by both employee and bidding company **(2 Points)**
  - No attached C.V **(0 Points)**
- Supervisor to have at least BSc (Computer Science or equivalent) and 5 - 7 years' experience in the proposed position and in works of similar nature. **( Total 5 Points)**
  - Academic Qualification **(2 Points)**& Experience for the Period Indicated **(1 Points)**
  - With the required qualification but less experience than the period indicated **(Pro-rate)**
  - Less Qualifications than stated above **(0 Points)**
  - Submission of detailed C.V fully counter signed by both employee and bidding company **(2 Points)**
  - No attached C.V **(0 points)**
- Two No. Technical Personnel to be Microsoft Certified Engineers with 4 - 5 years' experience in the proposed position and in works of similar nature. **(Total 8 Points)**
  - Academic Qualification **(2 Points each)**& Experience for the Period Indicated **(1 Points each)**
  - With the required qualification but less experience than the period indicated **(Pro-rate)**
  - Less Qualifications than stated above **(0 Points)**



- Submission of detailed C.V fully counter signed by both employee and bidding company **(1 Point each)**
- No attached C.V **(0 Points)**

### **C. RELEVANT EXPERIENCE (Total 30 Marks)**

- Details of experience and past performance on at least **five** projects on computer hardware within the past five years each with value of **not less than 1 (one) million** including current contracts, names of clients/firms, clear physical address and contact persons. (Attach award letters, Local Purchase / Service Orders and certificates of completion as evidence / proof of contract) **(30 Points)**
- a) Details of projects to include the following **(6 Points on each project)**
  - i) Name of project – **(1 Point)**
  - ii) Address of project- **(1 Point)**
  - iii) Contact persons- **(1 Point)**
  - iv) Their values **(1 million and above) – (1 Point)**
  - v) Proof of such contracts **(Attach award letters, LPO's, LSO or completion certificates) – (2) Points)**
    - Less number of projects in (a)– **(Pro-rate)**
    - If no award letters/completion certificates are attached – **(0 Points for the entire project)**

**NB: Clients will be contacted to verify the information given.**

### **D. CLEARLY DEFINED TRAINING AND MAINTENANCE PLAN (TOTAL 5 MARKS)**

- Provide a clear training and maintenance program with relevant areas of focus and timelines. **(2 Marks)**
- Provide information on proper representative for back-up service/repair and maintenance including their names and addresses **(1 Marks)**
- Please provide all available service level packages and ensure that costs for such are included in the financial proposal, **(2 Marks)**

### **E. BUSINESS SUPPORT (TOTAL 4 MARKS)**

- a) Access to lines of credit or other financial resources (Provide written evidence from a reputable bank or any other reputable financial institution) – **(2 Points)**
- b) Proof of financial stability –liquidity ratio of 2 :1 **(2 Points)**

### **F. REFERENCES (Total 9 Marks)**

Attach letters of recommendation from referees. Current customers within 2008 and 2012

- Three letters – **(3 Points for each letter)**
- Less than three letters – **(Pro rate)**

**Please note that LPO's or award letters shall not be treated as reference letters. Proper recommendation from satisfied clients for work performed or services provided shall be required.**

### **STAGE THREE**

**Financial evaluation:** - Checking for arithmetical errors and price comparison. The lowest tender figure from among the Bidders who qualify at the technical stage (80% and above) will be used as a base value for the calculation of the weighted score for each bidders using the weight 'F' shown above as follows:-  $\frac{LTF}{TF} \times F = FS$

TF

Where, TF is the tender figure under consideration, LTF is the lowest tender figure, F is the allocated weight for financial evaluation (20%) and FS is the weighted financial score.

### **STAGE FOUR – RECOMMENDATION(S)**

Bidders with the highest combined scores (CS) will be recommended for award i.e.  $T+F=1$ (CS) subject to the above stated conditions for award (clause 4.1.1).

## 5. TECHNICAL SPECIFICATIONS

### SECTION VI - TECHNICAL SPECIFICATIONS

A	
PRODUCT DESCRIPTION <b>7INCH TABLET SPECIFICATIONS</b>	MODEL DESCRIPTION AND QOUTED SPECIFICATIONS Brochures Must be attached
<p><b>Processor:</b> 1.2 GHz Quad Core  <b>Display:</b> 7.0in WXGA (1280 X 800), TFT capacitive touch screen, 16M colours</p> <p><b>OS:</b> Android 4.4 (KitKat) <b>MUST</b>  <b>Cameras:</b> 3Mp Rear camera + 1.3Mp front camera  <b>Recording:</b> 720p at 30fps  <b>Playback:</b> 1080p at 30fps  <b>Connectivity:</b> Wi-Fi 802.11 a/b/g/n , WiFi Direct, BT4.0, USB2.0, GPS with GLONASS</p> <p>APPS: Google play store, mail  <b>Storage:</b> 8/16GB, micro SD (up to 32GB) - 3G / WiFi, micro SD (up to 64GB) - LTE  <b>Memory:</b> 1.5GB  <b>Dimensions:</b> 107.9 x 186.9 x 9 mm, 276g</p> <p><b>Sensors:</b> Accelerometer</p> <p>Leather case with stand, 3.5 mm jack,</p> <p><b>Multi touch features:</b> touch wiz UX UI</p> <p>Non-removable Li-Po 4000 mAh battery</p> <p><b>Warranty:</b> 2 years</p>	
B	
TABLET 10.1 INCH SPECIFICATIONS	MODEL DESCRIPTION AND QOUTED SPECIFICATIONS Brochures Must be attached

<p> <b>Processor:</b> 1.2 GHz Quad Core  <b>Display:</b> 10.1-in WXGA (1280 X 800), capacitive touchscreen, 16M colours  <b>OS:</b> Android 4.4 (KitKat)  <b>Camera:</b> 3Mp FF + 1.3Mp  <b>Recording:</b> 720p at 30fps  <b>Playback:</b> 1080p at 30fps  <b>Connectivity:</b> Wi-Fi 802.11 a/b/g/n , WiFi    <b>APPS:</b> Google play store, mail    Direct, BT4.0, USB2.0, GPS with GLONASS  <b>Storage:</b> 16GB, micro SD (up to 64GB)  <b>Memory:</b> 1.5GB  <b>Dimension:</b> 243.4 x 176.4 x 7.95mm, 487g  <b>Battery:</b> 6,800mAh    <b>Sensors:</b> Accelerometer  Leather case with stand, 3.5 mm jack,  <b>Multi touch features:</b> touch wiz UX UI  Non-removable Li-Po 4000 mAh battery    <b>Warranty:</b> 2 years </p>	
--	--

#### TABLET DESCRIPTION

SL/No.	Property	Specification
4.3.1	Keyboard damage	i) Liquid-resistant keyboard, ii) the key board shall be easily replaceable when damaged
4.3.2	Ergonomics	Keyboard shall be ergonomically designed for young learners
4.3.3	Device security	Theft deterrent capability
4.3.4	Warranty	1 year manufacturer's warranty

<b>4.3.5</b>	Authorization certificate	Must Attach reseller certificate
<b>4.3.6</b>	OS & Software	It shall have suitable software intended for learning, Education and training
<b>4.3.7</b>	Genuine      Leather case	Should have a cradle

**6. STANDARD FORMS**  
**FORM OF TENDER**

Date \_\_\_\_\_

RFQ No. \_\_\_\_\_

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

\_\_\_\_\_  
*[Name and address of Knils]*

Gentlemen and/or Ladies:

1. Having examined the Tenderdocuments including Addenda Nos. .... *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, install and commission of tablets **for Kenya National Library Service** in conformity with the said Tender documents for the sum of **Insert in separate financial proposal** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment and systems in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to **10%** percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....( *Procuring entity*).
4. We agree to abide by this Tender for a period of **90 days** from the date fixed for Tender opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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.
6. We understand that you are not bound to accept the lowest or any Tender that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Tenderfor an on behalf of \_\_\_\_\_

Official

Rubber

Stamp

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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. .... Fax ..... E mail

.....

Nature of Business

.....

Registration Certificate No.

.....

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

Name of your bankers ..... Branch

.....

### Part 2 (a) – Sole Proprietor

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details .....

**Part 2 (b) Partnership**

Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.	.....			
	...			
2.	.....			
	..			
3.	.....			
	..			
4.	.....			
	..			

**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

	Name	Nationality	Citizenship Details	Shares
1.	.....			
2.	.....			
3.	.....			



4.	
5	
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <span><i>Date .....</i></span> <span><i>Signature of Candidate</i></span> </div> <div style="border-top: 1px dotted black; height: 20px;"></div>	

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

**MANUFACTURER’S AUTHORIZATION FORM**

To     *[name of the Procuring entity]* .....

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 RFQs 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 competent.

## **DECLARATION FORM**

### **STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2005.**

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

1. THAT I the Chief Executive/Managing Director/Principal Officer/Director of ..... (Name of the Company) who is a Bidder in respect of **Tender No.** ..... To supply goods, render services and/or carry out works for Kenya National Library Service and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt 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 Kenya National Library Service, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya National Library Service.

5. THAT what is deposed to here in above is true to the best of my knowledge information and belief.

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

## PERFORMANCE SECURITY FORM

To Kenya National Library Service .....

WHEREAS ..... [*name of bidder*] (hereinafter called "the bidder") has undertaken , in pursuance of Contract No. \_\_\_\_\_ [*reference number of the contract*] dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply ..... [*description of goods*] (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the bidder a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the bidder, up to a total of ..... [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the bidders to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [*amount of guarantee*] as aforesaid, without you 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 \_\_\_\_\_

Signed and seal of the Guarantors

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

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

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

## BANK GUARANTEE FOR ADVANCE PAYMENT

To **Kenya National Library Service** .....

*[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 bidder]* (hereinafter called "the bidder") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of ..... *[Amount of guarantee in figures and words]*.

We, the ..... *[bank or financial institutions]*, as instructed by the bidder, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the bidder 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 Procuring entity and the bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the bidder 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**

**Kenya National Library Service**

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

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned Tender has 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 **Director**  
**Kenya National Library Service**

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between **Kenya National Library Service** of Kenya (hereinafter called “the Procuring  
entity) of the one part and ..... [*name of Bidder*] of ..... [*city  
and country of Bidder*] (Hereinafter called “the Bidder”) of the other part;

WHEREAS the Kenya National Library Service invited Tender for [*certain goods*] and  
has accepted a Tender by the Bidder for the supply of those goods in the sum of  
..... [*contract price in words and figures*] (Hereinafter called “the  
Contract Price).

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 Bidder
- (b) The Schedule of Requirements
- (c) The Price Schedule
- (d) The Technical Specifications
- (e) The General Conditions of Contract
- (f) The Special Conditions of contract; and
- (g) The Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the **Kenya National Library  
Service** to the bidder as hereinafter mentioned, the bidder hereby covenants with the  
**Kenya National Library Service** to provide the goods and to remedy the defects  
therein in conformity in all respects with the provisions of this Contract

4. The **Kenya National Library Service** hereby covenants to pay the bidder in  
consideration of the provisions of the goods 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 **Kenya National  
Library Service**)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (*for the Bidder* in the  
presence of \_\_\_\_\_)





# **C O N T E N T S O F T H E**

## **FINANCIAL PROPOSAL**

### *Notes on preparation of Financial Proposal*

The Financial Proposal prepared by the bidder should list the costs associated with the assignment. These costs normally cover all costs as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

This Tender for Supply, Deliver, Install and Commissioning of Tablets

The Financial Proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

The bidder may use additional paper if necessary to indicate the details of their costing.

The financial proposal should be prepared using the Standard forms provided in this part.

## **FINANCIAL PROPOSAL – STANDARD FORMS**

These forms shall include;

- a. Financial Proposal submission form.
- b. Form of Tender
- c. Schedule of Requirements
- d. Summary of Costs.
- e. Proclamation form

# FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ (Date)

To:

---

---

---

*(Name and Address of Client)*

Ladies/Gentlemen:

We, the undersigned, offer to **Supply, Deliver, Install and Commission tablets for Kenya National Library Service** in accordance with your Tender Number.....dated (.....) (*Date*) and our Proposal. Our attached Financial Proposal is for the sum of (.....) (*Amount in words and figures*) inclusive of the taxes.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

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

(Authorized signature)  
(Name and Title of  
Signatory)  
(Name of Firm)  
(Address)

## FORM OF TENDER

Date \_\_\_\_\_

RFQ No. \_\_\_\_\_

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

\_\_\_\_\_  
*[Name and address of Knts]*

Gentlemen and/or Ladies:

1. Having examined the Tender documents including Addenda Nos. .... *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply, deliver, install and commission tablets for Kenya National Library Service** in conformity with the said Tender documents for the sum of ----- or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment and systems in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to **10%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by .....( *Procuring entity*).
4. We agree to abide by this Tender for a period of **90 days** from the date fixed for Tender opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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.
6. We understand that you are not bound to accept the lowest or any Tender that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Tender for an on behalf of \_\_\_\_\_

Official

Rubber

Stamp

## 2. SCHEDULE OF REQUIREMENTS

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below.

NO	DESCRIPTION	MAKE/MODEL	QTY	UNIT PRICE	TOTAL PRICE
1	7 inch Tablets		20		
2	10.1 inch Tablets		20		

**Signature and Rubber Stamp of Tenderer**

\_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

## SUMMARY OF COSTS

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable
<b>Total</b>						

Signature of Tenderer \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

**PROCLAMATION**

I / We the undersigned, state that, ALL the information we have provided in this document is correct and that I / We hereby give The Kenya National Library Service (Knls) authority to seek any references it may deem vital while carrying out their evaluation.

Name.....Designation.....Signature.....

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Official rubber