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REQUEST FOR QUOTATION NO. - KNL/HQ/014/015/130

**REQUEST FOR QUOTATION FOR:
SUPPLY, DELIVERY INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING
OF BIOMETRIC TIME AND ATTENDANCE/ ACCESS CONTROL SYSTEM**

(CLOSING DATE: -----, 2014 AT 11 A.M.)

SECTION A – INVITATION TO TENDER

REQUEST FOR QUOTATION NO. - KNL/HQ/014/015/130

REQUEST FOR QUOTATION NAME: SUPPLY, DELIVERY INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF BIOMETRIC TIME AND ATTENDANCE/ ACCESS CONTROL SYSTEM

As part of Kenya National Library Services strategy to significantly reshape and support new and better ways of conducting business, we intend to deploy an efficient, manageable and cost effective Biometric Time and Attendance/ Access Control System. This will enhance service delivery and increase operational efficiency.

Kenya National Library Services therefore invites interested, eligible and qualified firms with relevant experience in similar undertakings to submit their bids.

Complete RFQ documents may be obtained from the Supply Chain Unit, Kenya National Library Services, Head Office, Buruburu from Monday to Friday, between 8.00 a.m. and 5.00 p.m. or can be downloaded from the knls website; www.knls.ac.ke **AT NO COST**

Interested eligible candidates may obtain further information from the Office of the **Principal Supply Chain Officer** (Tel: +254 20 2725550/1, Kenya National Library services, Mumias Road/Oldonyo Sabuk Road Junction Buruburu-Nairobi, on 3rd Floor between 9:00 am and 5:00 pm during working days.

1.3 Prices quoted should be inclusive of all taxes and delivery costs, **must be expressed in Kenya shillings** and shall remain valid for a period of 120 days from the closing date of the tender.

1.4 Completed RFQS Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in **Quotation Box** located at the 3rd Floor Front **Entrance to the Administration Building** on Mumias Road/Oldonyo Sabuk Road Junction before the closing slated time on -----, **2014 at 11.00 a.m. local time**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who may choose to attend the opening at the Kenya National Library Service **Multi-media room on 3rd floor**.

THE DIRECTOR,
KENYA NATIONAL LIBRARY SERVICE

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1. SECTION II – INSTRUCTIONS TO BIDDERS

2.1 Eligible bidders

- 2.1.1. This Invitation to Request for Quotation is open to prequalified suppliers eligible as described in the instructions to bidders. Successful Request for Quotation shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the Request for Quotation documents.
- 2.1.2. Knls employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the Request for Quotation unless where specially allowed under section 131 of the Act.
- 2.1.3. Bidders shall provide the qualification information statement that the Request For Quotation (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 Request For Quotations.
- 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 Request For Quotation

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

2.3 Knls shall allow the Bidder to review the Request For Quotation document before quoting

2.4 Contents of Request For Quotation documents

- 2.4.1. The Request For Quotation 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 Request for Quotation documents. Failure to furnish all information required by the Request For Quotation documents or to submit a Request For Quotation not substantially

responsive to the Request For Quotation documents in every respect will be at the bidders risk and may result in the rejection of its Request For Quotation.

2.5 Clarification of Documents

- 2.5.1. A prospective candidate making inquiries of the Request For Quotation document may notify Knls in writing or by post, fax or email at the entity's address indicated in the Invitation for Request For Quotations. Knls will respond in writing to any request for clarification of the Request For Quotation documents, which it receives no later than seven (7) days prior to the deadline for the submission of Request For Quotations, 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 Request For Quotation 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 Request For Quotation.

2.6 Amendment of documents

- 2.6.1. At any time prior to the deadline for submission of Request For Quotations, Knls, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the Request For Quotation documents by issuing an addendum.
- 2.6.2. All prospective bidders who have obtained the Request For Quotation 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 Request for Quotations, Knls, at its discretion, may extend the deadline for the submission of Request for Quotations.

2.7 Language of Request For Quotation

- 2.6.1. The Request for Quotation prepared by the bidders, as well as all correspondence and documents relating to the Request for Quotation 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 Request for Quotation, the English translation shall govern.

2.7 Documents Comprising the Request For Quotation

The Request for Quotation prepared by the bidder shall comprise the following components:

- a. A Request for Quotation 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 Request For Quotation and is qualified to perform the contract if its Request For Quotation is accepted;
- c. Request For Quotation 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 Request For Quotation documents, indicating the services to be performed.

2.9 Request For Quotation Prices

- 2.9.1 The bidder shall indicate on the Price schedule the unit prices where applicable and total Request for Quotation 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 Request for Quotation 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 Request For Quotation 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 Request For Quotation, documents establishing the bidders eligibility to Request For Quotation and its qualifications to perform the contract if its Request For Quotation is accepted.
- 2.11.2 The documentary evidence of the bidders' qualifications to perform the contract if its Request for Quotation 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 Request for Quotations

- 2.13.1 Request for Quotations shall remain valid for **90 days after date of Request for Quotation opening** prescribed by Knls, pursuant to paragraph 2.18. A Request for Quotation 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 Request for Quotation security provided under paragraph 2.12 shall also be suitably

extended. A bidder may refuse the request without forfeiting its Request for Quotation security. A bidder granting the request will not be required nor permitted to modify its Request for Quotation.

2.14 Format and Signing of Request for Quotation

2.14.1 The bidder shall prepare **‘two copies each’** 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 Request for Quotation 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 Request for Quotation, except for un-amended printed literature, shall be initialled by the person or persons signing the Request for Quotation.

2.14.3 The Request for Quotation 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 Request for Quotation.

2.15 Sealing and Marking of Request for Quotations

2.15.1 The bidder shall seal the original and each copy of the Request for Quotation 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 Request for Quotation

(b) Bear, **Request For Quotation No. -----**

– Request For Quotation for the SUPPLY, DELIVERY INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF BIOMETRIC TIME AND ATTENDANCE/ ACCESS CONTROL SYSTEM and the words: “DO NOT OPEN BEFORE -----, 2014 at 11.00a.m local time.”

2.15.3 **The inner envelopes only shall also indicate the name and address of the bidder to enable the Request for Quotation 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 Request for Quotation's misplacement or premature opening.

2.16 Deadline for Submission of Request for Quotations

2.16.1 Request for Quotations must be received by Knls at the address specified under paragraph 2.15.2 no later than -----, **2014 at 11.00a.m local time.**

2.16.2 Knls may, at its discretion, extend this deadline for the submission of Request for Quotations by amending the Request for Quotation 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 Request for Quotations which will not fit in the Request for Quotation box shall be received by Knls as provided for in the appendix.

2.17 Modification and withdrawal of Request for Quotations

- 2.17.1 The bidder may modify or withdraw its Request for Quotation after the Request for Quotation's submission, provided that written notice of the modification, including substitution or withdrawal of the Request for Quotation's is received by Knls prior to the deadline prescribed for the submission of Request for Quotations.
- 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 Request for Quotations.
- 2.17.3 No Request for Quotation may be modified after the deadline for submission of Request For Quotations.
- 2.17.4 No Request for Quotation may be withdrawn in the interval between the deadline for submission of Request for Quotations and the expiration of the period of Request for Quotation validity specified by the bidder on the Request for Quotation Form. Withdrawal of a Request for Quotation during this interval may result in bidder forfeiture of its Request for Quotation 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 Request for Quotations

- 2.18.1 Knls will open all Requests for Quotations in the presence of bidder representatives who choose to attend after **11.00a.m local time on -----, 2014** and in the location specified in the invitation to Request for Quotation. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The bidders names, Request For Quotation modifications or withdrawals, Request For Quotation prices, discounts, and the presence or absence of requisite Request For Quotation 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 Request for Quotation opening which will be submitted to the bidder that signed the Request for Quotation opening register and who will have made the request.

2.19 Clarification of Request for Quotations

- 2.19.1 To assist in the examination, evaluation and comparison of Request For Quotations Knls may at its discretion, ask the bidder for a clarification of its Request for Quotation. 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 Request for Quotation evaluation, Request for Quotation comparison or contract award decisions may result in the rejection of the bidder Request for Quotation.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 Knls will examine the Request For Quotations 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 Request For Quotations 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 Request for Quotation will be rejected, and its Request for Quotation 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 Request for Quotation 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 Request for Quotation to the Request for Quotation documents. For purposes of these paragraphs, a substantially responsive Request for Quotation is one which conforms to all the terms and conditions of the Request for Quotation documents without material deviations. Knls determination of a Request for Quotation's responsiveness is to be based on the contents of the Request for Quotation itself without recourse to extrinsic evidence.
- 2.20.5 If a Request for Quotation 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 Request for Quotation closing provided by the Central Bank of Kenya.

2.22 Evaluation and comparison of Request for Quotations.

- 2.22.1 Knls will evaluate and compare the Request for Quotations which have been determined to be substantially responsive, pursuant to Evaluation Criteria spelt out in the Request For Quotation 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 Request For Quotation will take into account, in addition to the Request For Quotation 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 Request for Quotation evaluation committee shall evaluate the Request For Quotation within 30 days from the date of opening the Request For Quotation.
- 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 Request for Quotation, from the time of the Request for Quotation opening to the time the contract is awarded.
- 2.23.2 Any effort by a bidder to influence Knls in its decisions on Request for Quotation evaluation Request for Quotation comparison or contract award may result in the rejection of the bidders Request for Quotation.

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 Request for Quotation 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 Request For Quotation, in which event Knls will proceed to the next lowest evaluated Request For Quotation 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 Request For Quotation has been determined to be substantially responsive and has been determined to be the lowest evaluated Request For Quotation, 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 Request for Quotation and to annul the process and reject all Requests for Quotations 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 Request for Quotation. A bidder who gives false information in the Request for Quotation 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 Request for Quotation validity, the Procuring entity will notify the successful bidder in writing that its Request For Quotation 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 Request for Quotations 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 Request for Quotation 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 Request for Quotation has been accepted, Knls will simultaneously inform the other bidder that their Request for Quotations 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 it to 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 Request for Quotation 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 Request For Quotation security, in which event Knls may make the award to the next lowest evaluated or call for new Request For Quotations.

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 Request For Quotation reference | <i>Particulars of Appendix to instructions to Bidders</i> |
|--|--|
| 2.1 | Eligible bidders shall be registered Firms |
| 2.15.2 (b) | The Request For Quotation shall close on -----, 2014 at 11.00a.m local time and location indicated on the Request for Quotation document. |
| 2.16.1 | Not later than 11.00a.m local time on ----- |
| 2.16.3 | Bulky Request For Quotation documents shall be received in properly sealed envelopes as per instruction at the Principal Supply Chain Officer office on 3 rd Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the bidder shall be required to place the Request For Quotation documents at the Request For Quotation Box designated area. |
| 2.18.1 | After 11.00a.m local time on -----, 2014 |
| 2.20 & 2.22 | In addition, the evaluation criteria provided in the special condition of contract shall be taken into account |

2. 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 superceded 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 Request for Quotation or in Knls's request for Request For Quotation 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 it's 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.

3. 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 Request For Quotation 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 Request for Quotation. Such notification, in the original Request for Quotation 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 Request for Quotation documents.

4.2 Requests 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 Request for Quotation.

- 4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the bidder Request for Quotation 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 Request for Quotation Document. Any alteration or qualification made without authority will be ignored and the text of the Request for Quotation 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 Request For Quotations

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

- (a) The Request For Quotation has been submitted in the required format;
- (b) Any Request For Quotation security submitted is in the required form, amount and validity period;
- (c) The Request For Quotation has been signed by the person lawfully authorised to do so;
- (d) The required number of copies of the Request For Quotation have been submitted;
- (e) The Request For Quotation 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 2 years for hardware
- 7. Statement of verification that the Firm is not debarred in the Matter of Public Procurement and Disposal Act 2005.

Request For Quotations 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 KnIs 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 similar project 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).

4. TECHNICAL SPECIFICATIONS

SECTION VI - TECHNICAL SPECIFICATIONS

1. **NO. OF BIOMETRIC DEVICES:** Three (3) Time and Attendance devices with capacity of monitoring staff attendance.
2. **NO. OF CLOCK SERVER HARDWARE:** Two (2) attendance server computer. 1 server for two clocks within the same building and another one server for one clock in a separate location.
3. **INTEGRATION:** Your proposed Biometric Device should be able to integrate seamlessly to a payroll system without the need for export-import process. It should also be able to integrate to yours or other HR Systems in Kenya.
4. **REPORTS & SHIFTS:** The devices should have software that can manage different staff shifts and comprehensive reporting capacity.

Some of the expected reports should be:

- a. Absence report
- b. Reports showing those who forgot to clock
- c. Departmental hours range reports
- d. Overtime Reports
- e. Hours lost by staff over a period
- f. Detailed employee daily attendance report

OUTPUT: Reports should be printed to the following formats:

- a) PDF format
- b) Excel & CSV
- c) HTML

REPORT-WRITER: The system comes with a report-writer allowing any

organization to generate own reports without relying on your company to do the same. However it comes with standard reports.

5. **CUSTOMIZATION:** Due to KNLS changing dynamics, the software should be local so that should KNLS desire customized changes, the supplier can provide within the shortest possible time. The supplier will need to prove this possibility.
6. **FINGERPRINT:** The biometric devices should be able to use both fingerprint and swipe card for clocking.
7. **SUPPORTED PLATFORMS:** The following platforms should be supported:
 - a) **DATABASES:** Any of these databases should be supported MySQL, MS-SQL and ORACLE back-ends.

- b) **SERVER OS:** Currently Windows support will do but the suppliers should demonstrate that LINUX will be supported in future including Workstation support for Windows and MAC

- 8. **REMOTE ACCESS - SCALABILITY:** The devices should be support both local and web-based access. This is important should KNLS deploy the same in separate locations and want a remote access of attendance from a central location. This means that if in future KNLS deploys such a system in different parks across the country, then staff attendance can be monitored online from the HQs here in Nairobi, as long as one has an internet connection.
- 9. **IN-OUT:** The software should intelligently determine staff Clock-INS and Clock-OUTs by eliminating the need for employees to press certain keys to indicate that they are coming in or going out.

Your quotation should

- 1. Provide brochures of your solution. Also explain how your solution meets the above specifications
- 2. It should include costs of the biometric devices, installation and training charges. Note that there is already existing cabling.
- 3. Annual cost of post implementation support charges
- 4. Cost of integrating with KNLS internal Payroll/HR Systems

5. STANDARD FORMS

FORM OF TENDER

Date _____

RFQ No. _____

To: _____

[Name and address of Knls]

Gentlemen and/or Ladies:

1. Having examined the Request for Quotation documents including Addenda Nos. *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery Installation, Configuration, Testing And Commissioning Of Biometric Time And Attendance/ Access Control System for Kenya National Library Service** in conformity with the said Request For Quotation 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 Request For Quotation.
2. We undertake, if our Request for Quotation 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 Request For Quotation 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 Request for Quotation for a period of **90 days** from the date fixed for Request for Quotation 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 Request for Quotation, 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 Request For Quotation that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign Request For Quotation for 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;"> <i>Date</i> <i>Signature of Candidate</i> </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 competent person

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 **Request for Quotation 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 hereinabove 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 Request For Quotation 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 Request For Quotation]

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: Request For Quotation No. _____

Request For Quotation Name _____

This is to notify that the contract/s stated below under the above mentioned Request for Quotation 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 Request For Quotations for [*certain goods*] and has accepted a Request For Quotation 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 Request for Quotation 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 _____

6. 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 Request for Quotation for **Supply, Delivery Installation, Configuration, Testing and Commissioning Of Biometric Time and Attendance/ Access Control System**

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, Delivery Installation, Configuration, Testing and Commissioning Of Biometric Time and Attendance/ Access Control System** in accordance with your Request for Quotation 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 Knls]

Gentlemen and/or Ladies:

1. Having examined the Request for Quotation documents including Addenda Nos. *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery Installation, Configuration, Testing and Commissioning Of Biometric Time and Attendance/ Access Control System for Kenya National Library Service** in conformity with the said Request For Quotation 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 Request For Quotation.
2. We undertake, if our Request for Quotation 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 Request For Quotation 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 Request for Quotation for a period of **90 days** from the date fixed for Request for Quotation 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 Request for Quotation, 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 Request For Quotation that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign Request For Quotation 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 | Biometric Devices | | 3 | | |

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 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total | | | | | | |

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

