



kenya national  
library service

**TENDER DOCUMENT**

**FOR**

**DISPOSAL OF ASSORTED UNSERVICEABLE, OBSOLETE, SCRAP FURNITURE AND OFFICE EQUIPMENT**

**TENDER NUMBER: KNL/HQ/T003/2020-2021**

**CLOSING DATE: 28<sup>TH</sup> AUGUST, 2020**

**AT 2.00 P.M. EAST AFRICAN TIME**

## TABLE OF CONTENTS

SECTION	CONTENTS	PAGE NO.
SECTION I	INVITATION TO TENDER .....	3
SECTION II	TENDER SUBMISSION CHECKLIST.....	4
	Table of Paragraphs on Instructions to Tenderers.....	5
SECTION III	INSTRUCTIONS TO TENDERERS.....	6-14
	Appendix to Instructions to Tenderers.....	14-16
SECTION IV	SCHEDULE FOR ITEMS/PRICE SCHEDULE.....	17-23
SECTION V	SUMMARY OF EVALUATION PROCESS.....	24
	Table of Clauses on General Conditions of Contract.....	25
SECTION VI	GENERAL CONDITIONS OF CONTRACT.....	26-28
SECTION VII	SPECIAL CONDITIONS OF CONTRACT.....	29
SECTION VIII	TENDER FORM.....	30
SECTION IX	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	31-32
SECTION X	TENDER SECURITY FORM-(BANK GUARANTEE).....	33-34
SECTION X1	DECLARATION FORM.....	35
SECTION XII	DRAFT LETTER OF NOTIFICATION OF AWARD.....	36
SECTION XIII	DRAFT LETTER OF NOTIFICATION OF REGRET.....	37
SECTION XIV	TENDER SECURITY DECLARATION FORM.....	38
SECTION XV	CONTRACT AGREEMENT FORM.....	39-41
SECTION XVI	PROOF OF VIEWING ITEMS, FORM .....	42

## **SECTION I - INVITATION TO TENDER**

DATE: **18<sup>th</sup> August, 2020**

TENDER NUMBER: **KNL/HQ/T003/2020-2021**

### **DISPOSAL OF ASSORTED UNSERVICEABLE, OBSOLETE, SCRAP FURNITURE AND OFFICE EQUIPMENT**

Kenya National Library Service (knls) is a state corporation whose mandate is to promote, establish, equip, manage, maintain and develop libraries in Kenya.

Knls invites sealed tenders from eligible candidates for tender no. KNL/HQ/T003/2020/2021 for Disposal of Assorted Unserviceable, Obsolete, Scrap Furniture and Office Equipment. The tender shall be closed on Friday 28<sup>th</sup> August, 2020.

Interested eligible candidates may obtain tender documents at Supply Chain Management office located at Knls BuruBuru Library on 3<sup>rd</sup> floor, Mumias Road/OI Donyo Sabuk Road Junction, BuruBuru-Nairobi from 10.00am to 3.00pm from today and weekdays Monday to Friday, upon payment of non-refundable tender fee of **Kshs.1,000.00 per set** or download the tender documents free of charge from Kenya National Library Service website [www.knls.ac.ke](http://www.knls.ac.ke) or Public Procurement Information Portal [www.tenders.go.ke](http://www.tenders.go.ke).

All bidders who download the tender document **MUST** register with Supply Chain Management office by sending an email to [tenders@knls.ac.ke](mailto:tenders@knls.ac.ke)

Tendering will be conducted through National Competitive bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and its Regulations.

Enquiries can be made via email: [tender@knls.ac.ke](mailto:tender@knls.ac.ke) or telephone number 0728 607 627.

Bidders are advised to regularly visit knls website to obtain any additional information (Addendum on tender). All addenda/additional information on the tenders shall be posted on knls website as they become available.

Completed tender documents shall be deposited in the Tender Bod located on 3<sup>rd</sup> floor reception area, Mumias Road/OI Donyo Sabuk Road Junction, BuruBuru, Nairobi on or before **Friday 28<sup>th</sup> August, 2020 at 2.00pm**. The tender documents will be opened immediately thereafter in the Conference Room, Mumias Road/OI Donyo Sabuk Road Junction, **at Knls BuruBuru**, Nairobi, Director's wing, in the presence of bidders or their representatives who wish to attend.

**Late bids shall be rejected.**

Ag. Chief Executive Officer  
Kenya National Library Service  
Mumias Road/OI Donyo Sabuk Road Junction, BuruBuru  
P.O Box 30573 – 00100  
**NAIROBI, KENYA.**

## SECTION II - TENDER SUBMISSION CHECKLIST

This order and arrangement shall be considered as the Tender Format. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1.	Tender Form duly completed and signed	
2.	Confidential Business Questionnaire (CBQ) duly filled and signed	
3.	Copy of Valid Tax compliance Certificate	
4.	Proof of having viewed the Storage containers quoted for, rubber stamped and signed by the Librarian In charge/ Administration Officer	
5.	Copy of company or Firm's registration certificate.	
6.	Personal Identification card for individuals	
7.	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)	

### \*NOTES TO TENDERERS

1. For further notes, please see the additional notes at Appendix to Instructions to Tenderers.

TABLE OF PARAGRAPHS ON INSTRUCTIONS TO TENDERERS

<b>Paragraph No.</b>	<b>Headings</b>	<b>Page No.</b>
3.1	Definitions.....	6
3.2	Eligible Tenderers.....	6
3.3	Eligible Goods .....	6
3.4	Cost of Tendering .....	6
3.5	Contents of Tender Document.....	7
3.6	Clarification of Documents.....	7
3.7	Amendment of Documents.....	8
3.8	Language of Tender.....	8
3.9	Documents Comprising the Tender.....	8
3.10	Tender Form.....	8
3.11	Tender Prices .....	8
3.12	Tender Currencies.....	9
3.13	Tenderer's Eligibility and Qualifications.....	9
3.14	Tender Security.....	9
3.15	Validity of Tenders .....	10
3.16	Viewing of Tender Items .....	10
3.17	Preparation and Signing of The Tender.....	10
3.18	General Provisions of the Tender .....	10
3.19	Deadline for Submission of Tender.....	11
3.20	Modification and Withdrawal of Tenders.....	11
3.21	Opening of Bids .....	11
3.22	Process to be confidential.....	11
3.23	Clarification of Bids .....	11
3.24	Preliminary Examination and Responsiveness .....	12
3.25	Errors or Oversights.....	12
3.26	Evaluation and Comparison of Tenders .....	12
3.27	Tender Evaluation Period.....	12
3.28	Debarment of a Tenderer.....	12
3.29	Contacting Knls.....	12
3.30	Award of Contract.....	13
3.31	Termination of Procurement Proceedings.....	13
3.32	Notification of Award.....	13
3.33	Knls Rights to Vary Quantities.....	13
3.34	Signing of Contract .....	13
3.35	Corrupt or Fraudulent Practices.....	14
3.38	Visit to the Bidder's Premises .....	14

3.39	Collection of Awarded Scrap Items .....	14
3.40	Sorting of awarded scrap items.....	14

### **SECTION III - INSTRUCTIONS TO TENDERERS**

#### **3.1 Definitions**

In this tender, unless the context or express provision otherwise requires: Kenya National Library Service (knls)

- a. "The Disposing Entity" means Knls or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as Knls).
- b. "The Tenderer" means the person(s) submitting its Tender for the purchase of the equipment as per the Tender name in response to the Invitation to Tender.
- c. Reference to "the tender" or the "Tender Document" includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.
- d. Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
- e. Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
- f. Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "Tenderer" the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.
- g. Where there are two or more persons included in the expression the "Tenderer", any act, default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.

#### **3.2 Eligible Tenderers**

- 3.2.1 This Invitation to tender is open to registered Scrap dealers and the public. Successful Tenderers shall purchase the Assorted Obsolete, Scrap Items and Scrap Furniture in accordance with this tender and the ensuing contract.
- 3.2.2 Knls employees, committee members, board members and their relatives (spouse(s) and children) are not eligible to participate in the tender.
- 3.2.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **3.3 Eligible Goods**

- 3.3.1 Assorted Obsolete, Scrap Items and Scrap Furniture to be purchased under this tender shall be of the unserviceable, obsolete or surplus nature.

#### **3.4 Cost of Tendering**

- 3.4.1 The Tenderer 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.
- 3.4.2 The price to be charged for the Tender Document shall be nil.

### 3.5 **Contents of the Tender Document**

3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with clause 3.7 of these Instructions to Tenderers: -

- a) Invitation to Tender
- b) Tender Submission Checklist
- c) Instructions to Tenderers
- d) Appendix to Instructions to Tenderers
- e) Schedule of Items
- f) Price Schedule for Items
- g) Summary of the Evaluation Process
- h) General Conditions of Sale
- i) Special Conditions of Sale
- j) Tender Form
- k) Confidential Business Questionnaire Form
- l) Tender Deposit Commitment Declaration Form
- n) Contract Form

3.5.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

3.5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

### 3.6 **Clarification of Documents**

3.6.1 A prospective Tenderer requiring any clarification of the Tender Document may notify the Principal Supply Chain Officer in writing or by post at Knls address indicated in the Invitation to Tender. Knls will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by Knls. Written copies of Knls response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers that have duly received the Tender Document.

3.6. Knls shall reply to any clarifications sought by the Tenderer within three (3) days of receiving the request to enable the Tenderer make timely submission of its Tender.

3.6.3 If a prospective Tenderer sends an inquiry after the stated days or the inquiry is received by Knls after the stated days, Knls shall have the option of responding to the inquiry and extension of the date of submission of tenders or ignoring it.

### 3.7 **Amendment of Documents**

- 3.7.1 At any time prior to the deadline for submission of Tenders, Knls, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.
- 3.7.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) (hereinafter referred to or otherwise known as addendum) in writing and will be binding on them.
- 3.7.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, Knls, at its discretion, may extend the deadline for the submission of Tenders.

### 3.8 **Language of Tender**

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and Knls, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provide 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. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

### 3.9 **Documents Comprising the Tender**

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) Tender Form and a Price Schedule completed in accordance with paragraphs 3.10, 3.11 and 3.12 below.
- b) Documentary evidence established in accordance with paragraph 3.13 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- d) Tender Deposit paid in accordance with paragraph 3.14

### 3.10 **Tender Form**

The Tenderer shall complete the Tender Form, the appropriate Price Schedule and all other documents furnished in the Tender Document, indicating the items it proposes to purchase, quantity and prices amongst other information required.

### 3.11 **Tender Prices**

- 3.11.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices and total tender price of the items it proposes to purchase under the contract.
- 3.11.2 Prices indicated on the Price Schedule shall include all costs including any foreign currency exchange costs, bank remittance charges, taxes and collection from the premises of Knls (where applicable) or other specified site.
- 3.11.3. For the avoidance of doubt, Tenderers shall quote on an all-inclusive basis including Value Added Tax (V.A.T.). No other basis shall be accepted for evaluation, award or otherwise.
- 3.11.4 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.

### 3.12 **Tender Currencies**

- 3.12.1 For the items that the Tenderer will purchase the prices shall be quoted in Kenya Shillings, or in another freely convertible currency. The currency quoted must be indicated clearly on the Price Schedule for Items.
- 3.12.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate ruling on the Tender closing date.

### 3.13 **Tenderer's Eligibility and Qualifications**

- 3.13.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.13.2 Tenderers with a record of unsatisfactory or default in performance obligations in any contract pending for more than three (3) months shall not be considered for evaluation, award or otherwise.
- 3.13.3 Tenderers with delayed collection in any other contract shall not be considered for evaluation, award or otherwise.
- 3.13.4 The Tenderer will furnish Knls with a copy of the recognition certificate or license as applicable. Knls reserves the right to subject the certificate or license to authentication.

### 3.14 **Tender security**

- 3.14.1 The Tenderer shall furnish, as part of its Tender, a Tender deposit in the amount as stated in the Appendix to Instructions to Tenderers
- 3.14.2 The Tender deposit shall be paid before the tender closing time.
- 3.14.3 The Tenderer shall attach original banker's cheque of payment of the Tender deposit with his Tender.
- 3.14.4 Any Tender not secured in accordance with this paragraph will be rejected by Knls as non-responsive for that item(s), pursuant to paragraph 3.26.
- 3.14.5 The Tender deposit is required to protect Knls against the risk of the Tenderer's conduct which would warrant the tender security's forfeiture pursuant to paragraph 3.16.8
- 3.14.6 The unsuccessful Tenderer's Tender deposit will be released as promptly as possible, but not later than fourteen (14) days after the expiration of the period of tender validity in any of the following circumstances: -
  - a) The disposal proceedings are terminated
  - b) Knls determines that none of the submitted Tenders is responsive
  - c) The notification of award has been issued.
- 3.14.7 Subject to paragraph 3.17, the Tender deposit shall be forfeited in any of the following circumstances
  - a) If the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid
  - b) If the Tenderer rejects a correction of an arithmetic error
  - c) If the Tenderer fails to enter into a written contract in accordance with paragraph 3.38
  - d) in the case of a successful Tenderer, if the Tenderer fails to pay the balance of the bid price.

### 3.15 **Validity of Tenders**

- 3.15.1 Tenders shall remain valid for ninety (90) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by knls, pursuant to paragraph 3.23. A Tender that is valid for a shorter period shall be rejected by knls as non-responsive.
- 3.15.2 In exceptional circumstances, knls may extend the Tender validity period. The extension shall be made in writing.
- 3.15.3 Notwithstanding any other provisions of this tender, the Tender Deposit provided under paragraph 3.16 may also be extended at the option of the Tenderer where knls extends the validity of the tender.
- 3.15.3 Where a Tenderer opts to withdraw his tender where the tender validity is extended, the Tender Deposit shall not be forfeited but shall be refunded in accordance with paragraph 3.16.
- 3.15.4 A Tenderer shall not be required nor permitted to modify its tender during the extended period.

### 3.16 **Viewing of Tender Items**

- 3.16.1 Prospective Tenderers are advised to view the items in liaison with knls before bidding. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on **AS IS WHERE IS CONDITION** and the conditions of the items are not warranted by the Knls
- 3.16.2 For the avoidance of doubt, viewing of items or failure to do so shall be the responsibility of the Tenderer and knls shall not be liable in any manner howsoever for matters arising relating to this clause.
- 3.16.3 Location of viewing of the items shall be as prescribed in the Appendix to Instructions to Tenderers. Tenderers shall submit Proof of having viewed the items. The viewing form **MUST** be signed and stamped by the Librarian In charge/ Administration Officer

### 3.17 **Preparation and Signing of the Tender**

- 3.17.1 The Bid shall be typed or written in indelible ink. It shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract.
- 3.17.2 The Bid 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.

### 3.18 **General Provisions of Tender**

- 3.18.1 A Bidder may bid for each item or each lot and may bid for as many items or lots as indicated in the Appendix to Instructions to Bidders.
- 3.18.2 Bidders who will be awarded contracts shall be required to pay for the items after fourteen (14) days from the date of notification of award but not later than thirty (30) days from that date, failure to which the contract award shall be cancelled and the Tender Deposit forfeited.
- 3.18.3 Successful Bidders will be required to collect the items they have paid for, at their own cost including but not limited to transport and handling, within the prescribed period as indicated in the Appendix to Instructions to Bidders after making the required payment.
- 3.18.4 Knls shall charge storage charges from the Bidders for failure to collect the items they have paid for within the prescribed period. The storage charges are as indicated in the Appendix to Instructions to Bidders.

### 3.19 **Deadline for Submission of Bids**

- 3.19.1 Bids must be received by Knls by the date and time specified in knls tendering portal in PDF form.
- 3.19.2 Knls may, at its discretion, extend this deadline for submission of Bids by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of knls and the Bidder previously subject to the initial deadline, will therefore be subject to the deadline as extended.

### 3.20 **Modification and Withdrawal of Bids**

The Bidder may modify or withdraw its Bid after it has submitted it, provided that the modification, including substitution or withdrawal of the Bid is received by knls prior to the deadline prescribed for submission of Bids.

- 3.20.1 No Bid may be modified after the deadline for submission of Bids.
- 3.20.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period during which the Bid must remain valid. Withdrawal of a Bid during this interval shall result in forfeiture of the Bidder's Tender Deposit.

### 3.21 **Opening of Bids**

- 3.21.1 Knls shall open all Bids promptly after the close of submission at the location specified in the Invitation to Tender or as may otherwise be indicated. The Bidders or their representatives may attend the opening and those present shall sign a register evidencing their attendance.
- 3.21.2 The Bidder's names, bid modifications or withdrawals, bid prices, the presence or absence of requisite Tender Deposit and such other details as Knls at its discretion, may consider appropriate, will be announced at the opening.
- 3.21.3 Knls will prepare Minutes of the bid opening.
- 3.21.4 Bids not opened and read out at bid opening shall not be considered further for evaluation, award or otherwise irrespective of the circumstances.

### 3.22 **Process to be Confidential**

- 3.22.1 After the public opening of Bids, information relating to the examination, clarification, evaluation and comparisons of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process until the award of Contract is announced.
- 3.22.2 Knls shall retain confidential reserve prices for all the items. Items bid for below the reserve price will be retained by Knls.
- 3.22.3 Any effort by a Bidder to influence Knls or any of its staff members in the process of examination, evaluation and comparison of Bids and information or decisions concerning award of Contract may result in the rejection of the Bidder's bid.

### 3.23 **Clarification of Bids**

- 3.23.1 To assist in the examination, evaluation and comparison of Bids Knls may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.
- 3.23.2 Failure to provide timely clarification or substantiation of the information that is essential for effective evaluation of the Bidder's qualifications shall result in the Bidder's disqualification.

### 3.24 **Preliminary Examination and Responsiveness**

- 3.24.1 Upon opening of the Bids, Knls will determine the substantial responsiveness of each Bid. For purposes of this Tender, a substantially responsive Bid is one that conforms to the requirements of Preliminary Examination. Knls determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 3.24.2 Knls will examine the Bids to determine whether they conform to the Preliminary Examination Criteria set out in the Summary of Evaluation Process as set out in this Tender Document.
- 3.24.3 If a Bid is not substantially responsive, it will be rejected at the earliest stage of evaluation by Knls and cannot subsequently be made responsive by the Bidder by correction of any non-conformity.

### 3.25 **Errors or Oversights**

Knls may waive errors and oversights that can be corrected without affecting the substance of the Tender.

### 3.26 **Evaluation and Comparison of Bids**

- 3.26.1 Knls will further evaluate and compare the Bids that have been determined to be substantially responsive, in compliance to the Evaluation Criteria as prescribed in the Summary of Evaluation Process.
- 3.26.2 The comparison shall be of the price including all costs as well as taxes payable on all the items to be purchased.
- 3.26.3 Where other currencies are used, Knls will convert those currencies to the same currency using the selling exchange rate prevailing on the date of bid closing provided by the Central Bank of Kenya.
- 3.26.4 Arithmetical errors shall not be corrected. The bid sum as submitted and read out during the bid opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

### 3.27 **Bid Evaluation Period**

The tender evaluation committee shall evaluate the tender within the validity of the tender.

### 3.28 **Debarment of a Bidder**

A Bidder who gives false information in the Tender 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 disposal and procurement.

- 3.28.1 For purposes of this paragraph the Bidder shall submit with its Bid, a valid copy of certificate of Confirmation of Directorships and Shareholding (CR12) issued and signed by either the Registrar of Companies or Registrar of Business Names. Knls reserves the right to subject the certificate to authentication.

### 3.29 **Contacting Knls**

Subject to paragraph 3.23 no Bidder shall contact KNLS on any matter related to its Bid, from the time of the tender opening to the time the contract is awarded.

### 3.30 **Award of Contract**

- 3.30.1 Knls will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive, and has been determined to be the **HIGHEST EVALUATED BID**, and further, subject to the reserve price where applicable.
- 3.30.2 Award will be done as indicated in the Appendix to Instructions to Bidders.

### 3.31 **Termination of Disposal Proceedings**

- 3.31.1 Knls may at any time terminate disposal proceedings before contract award and shall not be liable to any person for the termination.
- 3.31.2 Knls shall give prompt notice of the termination to the Bidders.

### 3.32 **Notification of Award**

- 3.32.1 Prior to the expiration of the period of Tender validity, Knls shall notify the successful Bidder in writing that its Bid has been accepted.
- 3.32.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.32.3 Simultaneously, on issuance of Notification of Award to the successful Bidder, knls shall notify each unsuccessful Bidder.
- 3.32.4 A notification of the tender outcome does not reduce the validity period for any Tender Deposit whether the Bidder is successful or not.

### 3.33 **Knls Right to Vary Quantities**

- 3.33.1 Knls reserves the right at the time of contract award to increase or decrease the quantity of items originally specified in the Schedule of Items offered for sale without any change in unit price or other terms and conditions of the Tender as long as such variation does not exceed fifteen per cent (15%) of the original contract quantity.
- 3.33.2 The quantity variation is to be executed within the period of validity of the bid

### 3.34 **Signing of Contract**

- 3.34.1 At the same time as Knls notifies the successful Bidder that its Bid has been accepted, knls will send the Bidder the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.34.2 Within Seven (7) days of the date of notification of award, the successful Bidder shall only sign the Contract Form and all the documents specified in that Form and return them to knls within that period of Seven (7) days.
- 3.34.3 Knls shall sign and date the Contract in the period between not earlier than Seven (7) days from the date of notification of contract award.
- 3.34.4 Failure of the successful Bidder to sign the Contract, the award shall be annulled and its Tender Deposit forfeited in which event Knls shall notify the next highest evaluated Bidder that its Bid has been accepted.
- 3.34.5 This paragraph 3.34 together with the provisions of paragraph 3.35 will apply with necessary modifications with respect to the Bidder notified under sub-paragraph 3.32

35 **Corrupt or Fraudulent Practices**

3.35.1 Knls requires that Bidders observe the highest standard of ethics during the disposal process and execution of contracts. When used in the present regulations, the following terms are defined as follows: -

a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;

b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Knls , and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KNLS of the benefits of free and open competition.

3.35.2 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.

3.35.3 Further, a Bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement and disposal in Kenya.

3.37.3 Further, A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder or any of its employees, executives, managers, directors, agents, servants, hirelings or associate whichever has been reasonably suspected to have committed an offence related to vandalism against /theft of any utility's property, whether convicted in a court of law.

3.38 **Visit to the Bidder's Premises**

Tender processing committee may visit bidder's premises if it is deemed necessary.

3.39 **Collection of Awarded Obsolete items**

Successful bidders shall be required to make payment and collect all the disposal assorted obsolete office furniture and equipment's companywide within 30 days from the date the contract is signed.

3.40 **Sorting of Awarded Items**

The items shall be awarded and collected on the "as is where is basis" therefore sorting and segregation shall NOT be allowed on knls grounds.

**APPENDIX TO INSTRUCTIONS TO TENDERERS**

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers hereinafter abbreviated as ITT. Wherever there is a conflict between the provisions of the ITT and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	3.2.1 Eligible Tenderers	☐ Registered Scrap Dealers, Individuals and Public
2.	3.2.2 Documentary evidence of eligibility	<ul style="list-style-type: none"> <li>• Tender Form duly completed and signed</li> <li>• Confidential Business Questionnaire (CBQ) duly filled and signed</li> <li>• Copy of Valid Tax compliance Certificate/PIN Certificate</li> <li>• Proof of having viewed the Storage containers quoted for, rubber stamped and signed by the Librarian In charge/ Administration Officer</li> <li>• Copy of company or Firm's registration certificate.</li> <li>• Personal Identification card for individuals</li> <li>• Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)</li> </ul>
3.	3.2.3. Tender Security/Tender Deposit	Tender security/deposit for the amount of Seven Thousand Only (Kshs. 7,000.00 in form of bank Guarantee) or cash payable to knls for assorted Unserviceable, Obsolete, Scrap Furniture and Office Equipment.
		Tender Security/Deposit for the amount of Twenty Thousand Only (Kshs. 20,000.00 in form of bank Guarantee) or cash payable to knls for Motor vehicle.
4	3.2.4 Number of Sets and Tender Format	One copy
5	3.2.5 Preparation and Signing of the Tender	There will be only one document submitted. Bidders shall ensure that they upload all the required documents into the portal. The Original Tender Security in an envelope clearly labelled with the tender number & name, shall be deposited in the Tender Box on 3 <sup>rd</sup> Floor on or before the opening date.
6	3.2.6 Sealing and Outer Marking of Tenders	The Original Tender should be clearly labelled envelope and shall be deposited in the Tender Box on 3 <sup>rd</sup> Floor Supply Chain Reception on or before the opening date.
7	3.2.7 Opening of Tenders	The tender shall be opened immediately in the Conference Room, Mumias Road/OI Donyo Sabuk Road Junction, <b>at Knls BuruBuru, Nairobi, Director's wing on, 28<sup>th</sup> August, 2020 at 2pm.</b>
8	3.2.8 Viewing of the Items	The items in all libraries companywide as per schedule of items shall be viewed at the respective regions where the In charge shall stamp and sign the proof of viewing items form.

9	3.2.9 General Provisions of Tender -Collection Period	Time duration of 10 days after signing of the contract is provided for the removal of the items.
10	3.3 General Provisions of Tender – Storage Charges	Failure to remove the goods within the allowed duration will attract storage charges at the rate of Kshs. 1,000 per week until all items paid for are collected.
11	3.3.1 Eligible goods	Assorted Obsolete and Scrap Items and Scrap Furniture at Various knls stores
12	3.3.2 Mode of Award	All the items shall be disposed on per lot basis.
13	3.3.3 Performance Security	Within seven (7) days of the date of notification of award from knls, the successful Tenderer shall furnish knls with a Performance Security amounting 10% of the tendered price, in form of a bank guarantee or cash.
14	3.3.4 Sorting of Awarded Items	The items shall be awarded and collected on the “ <b>as is where basis is</b> ” therefore sorting and segregation shall NOT be allowed on knls grounds.

**SECTION IV– SCHEDULES OF ITEMS /PRICE SCHEDULE TENDER NO. KNL/HQ/T003/2020-2021- DISPOSAL OF ASSORTED UNSERVICEABLE, OBSOLETE, SCRAP FURNITURE AND OFFICE EQUIPMENT/ASSETS ON “AS IS WHERE BASIS”**

Item No	Item Description	Code	Qty	Reserve Price in Kshs VAT Inclusive	Total Reserve Price in Kshs VAT Inclusive	Location	Amount Quoted in Kshs VAT Inclusive
<b>Lot 1: Furniture &amp; fittings</b>							
1.	Plastic Chairs (Kindergarten) - Asset Nos. KNLS/DZ/05/017, 020, 028,029,030, 035, 035,037 & 047.	No	9	40.00	360.00	Knls Dzitsoni	
2.	Plastic chairs (Junior/ medium) - Asset Nos. KNLS/DZ/05/053, 057, 060, 065, 068, 069, 074, 076, 078	No	9	40.00	360.00	Knls Dzitsoni	
3.	Plastic chairs (Adult) - Asset Nos. KNLS/DZ/05 /083, 084, 088, 089, 093, 094, 096, 098, 101, 103, 106, 107, 110, 112, 116, 118, 120, 122, 125, 127, 128, 130,132, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 157, 160, 165, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177,178, 179, 180, 181.	No	52	40.00	2,080.00	Knls Dzitsoni	
4.	Visitors Chair without arms – Asset No. KNLS/DZ/05/0 03 and KNLS/DZ/05/010	No	2	80.00	160.00	Knls Dzitsoni	
5.	Secretarial chair– Asset No KNLS/DZ/05/4258	No	1	80.00	80.00	Knls Dzitsoni	
6.	Wooden Staff desk	No	3	150.00	450.00	Knls Embu	
7.	Grey chair/ Kindergarten chair - Asset Nos. KNL/PL/ 99/118, 119, 120, 121,122, 123,124, 158 & 159.	No	9	50.00	450.00	Knls Embu	
8.	Wooden door	No	1	200.00	200.00	Knls Murang'a	
9.	Swivel chair - Asset Nos. KNL/MRG/04/11205	No	1	300.00	300.00	Knls Murang'a	
10.	Staff desk – Asset No. KNL/KM/05/1238	No	1	100.00	100.00	Knls Kisumu	

11.	Reading table – Asset No. KNL/KSM/04/1115	No	1	100.00	100.00	Knls Kisumu Branch	
12.	High adjustable chair	No	1	100.00	100.00	Knls Kisumu	
13.	Reading plastic chair (Assorted colors of grey, light blue & dark blue). Asset Nos. KNL/ SM/04 /0011, 0016/ 1115, 1175, KNL/KSM/05/1180,1187, KNL/KSM /04/13102 /13490 / 13570/ 13571/13573 /13 576/ 13578/13579/ 13580/ 13581/ 13582/13583/ 135 87/3589/ 13591/ 1359 2/13594/ 13598 / 13599 /13600/13601/13604/ 13605/ 13606/13610/13611/13612/13613/136 14/13615/13616/13621/13622/13625/ 13626/13629/13630/13633/13634/136 35/13636/13640/13641/13643/13648/ 13649/13650/13651	No	53	50.00	2650.00	Knls Kisumu	
14.	Low cushioned armless chairs	No	4	100.00	400.00	Knls Kisumu	
15.	Reading plastic medium chair	No	4	40.00	160.00	Knls Kisumu	
16.	Adjustable chairs (blue)	No	2	100.00	200.00	Knls Kisumu	
17.	Armless cautioned chairs	No	3	100.00	300.00	Knls Kisumu	
18.	Wide Metal and glass door size 3 x 2 ½ m	No	1	1,200.00	1,200.00	Knls Kisumu	
19.	Draughtsman chairs	No	3	80.00	240.00	Knls Kisumu	
20.	Adult mata stackable chairs	No	41	40.00	1,640.00	Knls Kisumu Branch	
21.	Plastic Chairs – Asset Nos. KNL/NYR/05/5041/100/5051/89/5043		5	40.00	200.00	Knls Nyeri	
22.	Plastic chairs (white) - Asset no. KNL/TH/05/2092/ 2147 /2098/2076/ 2137/ 2143/2049/2091/ 2122/ 2212/ 2211/2228/2100/2198/2203/2182/218 9/2195.	No	10	40.00	400.00	Knls Thika	
23.	Plastic chairs (white) -Asset Nos. KNL/TH/05/2100, 2198, 2203, 2182, 2189, 2195, 2092, 2147, 2098, 2076, 2137, 2143, 2049, 2091, 2122, 2212, 2211, 2228, 2237, 2235, 2046, 2204 ,2205, 2206, 2207, 2208, 2209, 2210.	No	28	40.00	1,120.00	Knls Thika	
24.	Scrap metals	Lot	1	50.00 per kg		Knls Thika	
25.	Telephone boxes wooden	No	3	30.00	90.00	Knls Thika	

26.	Mata Stackable chairs	No	26	50.00	1,300.00	Knls Thika	
27.	Metal Light Protector(small & big)	No	2	50.00 per kg		Knsl Thika	
28.	Flush doors wooden	No	7	320.00	2,240.00	Knls Thika	
29.	Window Flames	No	1	164.00	164.00	Knls Thika	
30.	Grilled window	No	4	320.00	1,280.00	Knls Thika	
31.	Metal Pipes	No	3	164.00	492.00	Knls Thika	
32.	Plastic pipe	No	1	164	164	Knls Thika	
33.	Security Light holders	No	8	20.00	160.00	Knls Thika	
34.	Old countertops Asset No. KNL/TH/04/2249	No	1	84.00	84.00	Knls Thika	
35.	Low Back Swivel Chairs Asset No. KNL /THK /04 /9938; KNL/THK/04/9940; KNL/THK/04/9941	No	3	84.00	252.00	Knls Thika	
36.	Wooden reading Chairs	No	9	100.00	900.00	Knls Kapsabet	
37.	Wooden Book shelves – Asset Nos. KNL/KAP/1742	No	1	150.00	150.00	Knls Kapsabet	
38.	Wooden Book shelves	No	2	100.00	200.00	Knls Kapsabet	
39.	Wooden Chair	No	2	50.00	100.00	Knls Kwale	
40.	Plastic Chair Asset Nos. Knl/kwl/04/13508	No	1	40.00	40.00	Knls Kwale	
41.	Dish	No	1	40.00 per kg		Kwale	
42.	Wooden shelves -Asset Nos.KNL/MTY/1527/1529/1530/1531/1532/1533/1535/1536/1537/1538/1539/1540/1543/1545/1546/1547/1548/1549/1550/1551/1552/1553/1580/1581/1582/1648/1649/1651	No	28	100.00	2,800.00	Knls Mutyambua	
43.	Wooden Benches. Asset Nos.KNL/MTY/1514/1515/1516/1517/1518/1519/1521/1522/1523/1524/1525/1526	No	12	100.00	1,200.00	Knls Mutyambua	
44.	Wooden staff desk -Asset no. KNL/MS/04/8030(4)	No	1	50.00	50.00	Knls Mombasa	
45.	Block board (Plywood desk) – Asset No. KNL/NV S/04/7736, 7737 & 7738	No	3	80.00	240.00	Knls Naivasha	
46.	Table (Plywood/iron stands)	No	1	1,000.00	1,000.00	Knls Olkalou	

47.	Executive Arm Chair, Asset no. KNL/KLF/111/04/6407	No	1	40.00	40.00	Knls Kilifi	
48.	Catalogue cabinet	No	1	80.00	80.00	Knls Werugha	
49.	Water Tank	No	1	240.00	240.00	Knls Wajir	
50.	Partition Frame	No	3	80.00	240.00	Knls Nakuru	
51.	Medium ceramic Toilet bowl	No	1	240.00	240.00	Knls Nakuru	
52.	Corrugated Used sheets 2 ½m	No	12	200.00	2,400.00	Knls Silibwet	
53.	Cabinet Table - Asset No. KNLS/SB/05/1341 / 1215/ 1295	No	3	160.00	480.00	Knls Silibwet	
54.	Wooden Door	No	1	1,600.00	1,600.00	Knls Silibwet	
55.	Assorted Scrap Wood and metal parts	Lot	1	400.00	400.00	Knls Silibwet	
56.	Assorted pieces of old Iron Sheets and gutters	Lot	1	240.00	240.00	Knls Kakamega	
57.	Adult reading chairs (wooden with metal stand)	No	1	80.00	80.00	Knls Kimilili	
58.	Adult reading chairs fabric with metal stand	No	6	80.00	480.00	Knls Kimilili	
59.	Adult plastic chairs	No	3	84.00	252.00	Knls Kimilili	
60.	Adult reading chairs fabric	No	11	80.00	880.00	Knls Nyilima	
61.	Adult Mata stackable chairs	No	10	40.00	400.00	Knls Nyilima	
62.	Plastic reading chairs	No	10	40.00	400.00	Knls Nyilima	
63.	Visitors Chair leather chair without arms	No	1	80.00	80.00	Knls Nyilima	
64.	Donkey mobile cart. - Asset No. KNL/DE/04/9207	No	1	240.00	240.00	Knls Nyilima	
65.	Wooden shelves. Asset No. KNL/DE/05/185-191	No	7	240.00	1,680.00	Knls Nyilima	
66.	Staff chairs with arms	No	2	80.00	160.00	Knls Narok	
67.	Wooden trolley	No	1	120.00	120.00	Knls Nyeri	
68.	Book Shelves 5ft	No	6	800.00	4,800.00	Knls Olkalou	
69.	Book shelf 4ft	No	1	480.00	480.00	Knls Olkalou	
70.	Pigeon Holes with 24 cubes	No	1	400.00	400.00	Knls NAL	
71.	Wooden Shelf	No	1	280.00	280.00	Knls NAL	

72.	4 stack metal catalogue cabinet	No	1	800.80	800.80	Knls NAL	
73.	Wooden Catalogue cabinet 5 tier	No	1	1,200.00	1200.00	Knls NAL	
74.	Mata stackable chair	No	52	178.4616	9,280.00	Knls NAL	
75.	Low back wooden chair with arms	No	1	120.00	120.00	Knls NAL	
76.	Wooden children stools with leather base	No	4	70.00	280.00	Knls NAL	
77.	Display Shelve wooden	No	1	84.00	84.00	Knls NAL	
78.	Anti-corruption wooden box	No	1	40.00	40.00	Knls NAL	
79.	Partition Panel	No	1	84.00	84.00	Knls NAL	
80.	Computer/Reading table (silver)	No	1	240.00	240.00	Knls NAL	
81.	In out tray wooden	No	1	40.00	40.00	Knls NAL	
82.	Assorted Leather chairs	No	20	160.00	3,200.00	Knls NAL	
83.	Issue Counter	No	1	440.00	440.00	Knls NAL	
84.	High Back Orthopedic chairs in fabric	No	1	240.00	240.00	Knls Buruburu	
85.	Low Back Orthopedic chairs in Fabric	No	11	84.00	924.00	Knls Buruburu	
86.	High/low Back Orthopedic chairs – Leather	No	2	84.00	168.00	Knls Buruburu	
87.	Low back Fabric staff chairs with arms	No	2	84.00	168.00	Knls Buruburu	
88.	High back fabric executive chair with arms	No	1	84.00	84.00	Knls Buruburu	
89.	High back executive leather chair with arms	No	1	88.00	88.00	Knls Buruburu	
90.	Salvaged assorted straight and curved 60mm x 2mm thick CHS sections	Kg	267.4 1	24.00	6,417.84	Knls Buruburu	
91.	Salvaged 15mm Thick thermoclear polycarbonate sheets, with previous nail perforation.	M <sup>2</sup>	200	120.00	24,000.00	Knls Buruburu	
92.	Salvaged grill door on 40x40x3mm thick RHS framing and 25 x 2mm thick CHS sections at 200mm centers	Kg	570.5	46.40	26,471.20	Knls Buruburu	
93.	Salvaged Mild steel grill in 25 x 2mm thick CHS at 200mm centers	Kg	15	36.80	552.00	Knls Buruburu	
94.	Salvaged Aluminum door size 1200x2700 high with no glass infill	No	2	6,400.00	12,800.00	Knls Buruburu	
95.	Salvaged steel casement window size 1200 x 1800 mm	No	1	2,400.00	2,400.00	Knls Buruburu	

<b>Lot 2: Equipment</b>							
1.	Lawn mower Briggs and Stratton - Asset No. KNL/KR/04/7626	No	1	1,000.00	1,000.00	Knls Kericho	
2.	Spiral binder machine model: Kombo/Ibico No 320660 - Asset No. KNLS/NBA/04/328; Serial No.CH-8212 Neuhausen	No	1	500.00	500.00	Knls NAL	
3.	Fire extinguisher (powder)	No	2	500.00	1,000.00	Knls Kisumu	
4.	Fire extinguisher (water)	No	3	500.00	1,500.00	Knls Kisumu	
5.	Electric typewriter (Epson)	No	1	240.00	240.00	Knls Kisumu	
6.	Typewriter – Asset No. KNLS/TH/04/2007	No	1	244.00	244.00	Knls Thika	
7.	Electrical Kettle	No	1	84.00	84.00	Knls Thika	
8.	Farmate sprayer 15 ltrs	No	1			Knls Thika	
9.	Slasher	No	2	44.00	88.00	Knls Thika	
10.	Vsat equipment – Asset No. Knl/kwl/04/15131	No	1	40.00 per kg		Knls Kwale	
11.	Fire extinguishers powder	No	2	500.00	1,000.00	Knls Community	
12.	LG TV	No	1	1,600.00	1,600.00	Werugah	
13.	Old Electric typewriter	No	1	240.00	240.00	Knls Nakuru	
14.	Dot Matrix Printer	No	1	240.00	240.00	Knls Kakamega	
15.	Lawn Mower	No	1	160.00	160.00	Knls Kakamega	
16.	Franking Machine	No	1	240.00	240.00	Knls Kakamega	
17.	Typewriter	No	1	320.00	320.00	Knls Olkalou	
18.	HP LaserJet 1300 Printer	No	1	400.00	400.00	Knls Olkalou	
19.	TV Changhong 24”	No	1	1,680.00	1,680.00	Knls NAL	
20.	DFX Epson printer 9000	No	1	280.00	280.00	Knls NAL	
21.	Printer Laserjet1300HP	No	1	280.00	280.00	Knls Kilifi	
22.	Dot Matrix Printer	No	1	280.00	280.00	Knls Buru Buru & HQs	
23.	Franking machine	No	1	160.00	160.00	Knls Buru Buru & HQs	
24.	Air Conditioner Model: LG, No. HSN1865NN4	No	1	720.00	720.00	Knls Buru Buru & HQs	

<b>Lot 3: Motor vehicles and accessories</b>							
1.	Motor vehicle Reg. No. KAN 666U - Nissan E24 Urvan	No	1	290,000.00	290,000.00	Knls Buru Buru & HQs	
2.	Assorted motor vehicle assembly parts	Lot	1	40.00 per kg		Knls Buru Buru & HQs	
3.	Car Carrier (metal)	No	1	40.00 per kg		Knls Buru Buru & HQs	
4.	Motor vehicle Front grills	No	1	40.00 per kg		Knls Buru Buru & HQs	
5.	Old vehicle Tyres	No	16	145.00	2,320.00	Knls Buru Buru & HQs	
6.	Old Motor cycle Tyres	No	1	100.00	100.00	Knls Buru Buru & HQs	
<b>Lot 4: Bicycles</b>							
1.	Bicycles – Asset No. KNLS/WJR/048250	No	1	240.00	240.00	Knls Wajir	
2.	Bicycle	No	1	240.00	240.00	Knls Kabarnet	

## **SECTION V - SUMMARY OF EVALUATION PROCESS**

Evaluation of duly submitted tenders will be conducted along the following criteria: -

6.1 This shall include confirmation of the following: -

- a) Submission and considering the Confidential Business Questionnaire fully filled and duly signed.
- b) Submission and considering the Tender Form duly completed and signed.
- c) Submission of Company or Firm's Registration Certificate, Pin Certificate (where applicable)
- d) That the Tender is valid for the period required
- e) Submission of copies of Pin, VAT certificates
- f) Proof of having viewed the items prior to quoting, rubber stamp and the signature of the administration officer or Librarian in charge in all the libraries companywide.
- g) Submission and considering the certificate of directors and shareholding (CR12)

NOTES: -

1. For purposes of evaluation, the Exchange Rate to be used for currency conversion shall be selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.
2. The successful Tenderer(s) shall be the one(s) with the highest evaluated price.

## TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

Clause No.	Headings	Page No.
7.1	Definitions.....	40
7.2	Use of Contract Documents and Information.....	40
7.3	Transportation.....	41
7.4	Payment.....	41
7.5	Collection of Items .....	41
7.6	Collection Period and storage charges.....	41
7.7	Prices.....	41
7.8	Variation of Contract.....	41
7.9	Assignment.....	41
8.0	Termination of Contract.....	42
8.1	Resolution of Disputes .....	42
8.2	Language and Law.....	42
8.3	Force Majeure.....	42

## **SECTION VI – GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract hereinafter referred abbreviated as the GCC shall form part of the Conditions of Contract in accordance with the law and knls guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under the Special Conditions of Contract.

### **7.1 Definitions**

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

- a) “The Contract” means the agreements entered into between knls and the Purchaser, 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 Purchaser under the contract for the full and proper performance of its contractual obligations.
- c) Wherever used in the contract, “collection” shall be complete when the items have been in fact removed from knls premises or other indicated site within the period specified in the contract
- d) “The Items” means the items and or other materials, which the Purchaser offered to purchase or has paid for under the contract.
- e) “The Disposing Entity” means Knls or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as knls).
- f) “The Purchaser” means the individual or firm purchasing the items under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) and permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.

### **7.2 Use of Contract Documents and Information**

7.2.1 The Purchaser shall not, without knls prior written consent, disclose the contract, or any provision thereof or information furnished by or on behalf of knls in connection therewith, to any person other than a person employed by the Purchaser in the performance of the contract.

7.2.2 The Purchaser shall not, without knls prior written consent, make use of any document or information enumerated in clause 7.5.1 above.

7.2.3 Any document, other than the contract itself, enumerated in clause 7.5.1 shall remain the property of knls.

### **7.3 Transportation**

7.3.1 In all cases after payment by the Purchaser of the items, transportation of the items shall be the responsibility of the Purchaser and Knls shall accept no liability for the transportation or any matters arising thereafter.

#### 7.40 **Payment**

7.4.1 The Purchaser will be required to pay for the items after Ten (10) days from the date of notification of award but not later than thirty (30) days from that date failure to which the contract will be cancelled and the Tender Deposit forfeited.

7.4.2 The Purchase Price less the Tender Deposit earlier paid (hereinafter referred to as the "Balance") shall be paid to: -

- a) Knls Head Office quoting the Tender Number, Name and specific item(s) awarded, or, by telegraphic transfer into the following knls account quoting the Tender Number, Name and specific item(s) awarded;

**Bank: KCB, A/c No. 1103249614, Branch: Milimani, A/c Name: Kenya National Library Service**

#### 7.5 **Collection of Items**

7.5.1 Before release of the items purchased and paid for, the Tenderer shall present the following documents: -

- a. The Letter of Notification of Award
- b. The original receipt of payment of the Tender Deposit.
- c. The original receipt of payment of the balance of the Purchase Price
- d. knls original release letter signed by an authorized person
- e. National ID /Passport
- f. Any other document required

#### 7.6 **Collection Period and Storage Charges**

7.6.1 The Purchaser shall be required to collect the items they have paid for within the prescribed period as indicated in the Special Conditions of Contract after making the required payment.

7.6.2 Knls shall charge storage charges from the Purchaser for failure to collect the items they have paid for within the prescribed period. The storage charges are as indicated in the Special Conditions of Contract.

#### 7.7 **Prices**

Prices offered by the Purchaser for the items under the contract shall be fixed for the period of the contract with no variations.

#### 7.8 **Variation of Contract**

Knls reserves the right to increase or decrease the quantity of items originally tendered for or awarded without any change in unit price or other terms and conditions of the Contract. Save as is variable herein all other terms and conditions of the contract shall remain the same.

#### 7.9 **Assignment**

7.9.1 The Purchaser shall not assign in whole or in part any of its rights to perform under this contract, except with knls prior written consent.

## 8.0 Termination of Contract

8.1 knls may, without prejudice to any other remedy for breach of contract, by written notice sent to the Purchaser, terminate this contract in whole or in part due to any of the following: -

- a) if the Purchaser fails to collect any or all of the items within the period(s) specified in the contract, or within any extension thereof granted by knls
- b) If the Purchaser fails to perform any other obligation(s) under the contract.
- c) If the Purchaser, in the judgment knls has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- d) By an act of force majeure.
- e) If the Purchaser abandons or repudiates the Contract.

## 8.1 Resolution of Disputes

8.1.1 Knls and the Purchaser may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

8.1.2 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 adjudication in a national forum.

## 8.2 Language and Law

The language of the contract and the law governing the contract shall be the English language and the laws of Kenya respectively unless otherwise stated.

## 8.3 Waiver

Any omission or failure by knls to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Purchaser shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of knls powers and rights as expressly provided in and regards this contract.

## 8.4 Force Majeure

Force majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) Ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- c) Rebellion, revolution, insurrection, military or usurped power & civil war;
- d) Riot, commotion or disorder except where solely restricted to employee's servants or agents of the parties;
- e) Un-navigable storm or tempest at sea.

## SECTION VII – SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract hereinafter abbreviated as SCC shall form part of the Conditions of Contract. They are made in accordance with the law and knls guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by knls if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

No.	GCC Reference Clause	Particulars of SCC
1.	7.6.1 Collection Period	Time duration of 10 days after payment for the obsolete office and library furniture and equipment.
2.	7.6.2 Storage Charges	Failure to collect items within the allowed duration shall attract storage charges at the rate of Kshs. 1.000 per week until all the awarded items are collected.
3	3.2.1 Eligibility	All registered scrap dealers/individuals/public

**SECTION VIII - TENDER FORM**

Date: -----

Tender No.KNL/T003/2020-2021

To:

Kenya National Library Service

P.O Box 30573-00100,

Nairobi, Kenya.

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to purchase and collect all the items offered to us in accordance and conformity with the said tender document for the sum of ..... (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the Tender.
3. We agree to abide by this Tender for a period of.....days from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
5. We understand that you are not bound to accept the highest or any tender you may receive. Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorized person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorised person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**SECTION IX - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 Section A – General

Name of Tenderer .....

Location of Tenderer.....

Plot No. ....Street/ Road .....

Postal Address ..... Postal Code .....

Tel No.....

Facsimile.....

Mobile No.....

E-mail: .....

Part 1 Section 2 The following are only filled where applicable,

Nature of your business .....

Registration Certificate No .....

\*Names of Tenderer’s contact person(s) .....

Designation/ capacity of the Tenderer’s contact person(s) .....

Address, Tel, Fax and E-mail of the Tenderer’s contact person(s) .....

.....

.....

Part 2 (a) Sole Proprietor

Your name in full .....

Nationality .....

\*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details
-------	-------------	----------------------

1.....		
--------	--	--

2.....		
--------	--	--

3.....		
--------	--	--

Part 2 (c) Registered Company

Private or Public .....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
------	-------------	----------------------	--------

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

Name of duly authorized person to sign for and on behalf of the Tenderer.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

**\*NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

1. The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.
2. If a Kenyan citizen, please indicate under "Citizenship Details" whether by birth, naturalization or registration.
3. These details are essential and compulsory for all Tenderers.

**SECTION X - TENDER SECURITY FORM – (BANK GUARANTEE)**

(To Be Submitted On Bank’s Letterhead)

Date:

To:

Kenya National Library Service,  
P.O Box 30573 – 00100,  
Nairobi, Kenya.

WHEREAS ..... (Name of the Tenderer) (Hereinafter called “the Tenderer”) has submitted its Tender dated ..... for the disposal of scrap poles to the public..... (Please insert knls tender no. and name) (Hereinafter called “the Tender”);

KNOW ALL PEOPLE by these presents that WE.....of .....having our registered office at..... (Hereinafter called “The Bank”), are bound unto Knls (hereinafter called “knls” which expression shall where the context so admits include its successors-in-title and assigns) in the sum of ..... for which payment well and truly to be made to the said knls, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being ..... (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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the date below.

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

EITHER

SEALED with the COMMON SEAL  
of the said BANK )

\_\_\_\_\_ this .....day )

BANK SEAL of .....20 )

in the presence of: - )

\_\_\_\_\_ ) and in

the presence of: - )

\_\_\_\_\_ )

OR

SIGNED by the DULY AUTHORISED REPRESENTATIVE(S)/ ATTORNEY(S) of the BANK

\_\_\_\_\_  
Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

\_\_\_\_\_ Signature(s) of the duly authorised person(s)

## NOTES TO TENDERERS AND BANKS

1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by knls. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.
  
2. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from knls. The period for response shall not exceed three (3) days from the date of knls query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.

**SECTION XI - DECLARATION FORM**

Date \_\_\_\_\_

To:  
Knls,  
P.O Box 30573 – 00100,  
**Nairobi, KENYA.**

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address \_\_\_\_\_)

Declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are not associated with any other tenderer participating in this tender.
- f) That I/we have not been implicated in theft cases at any time by knls
- g) That I/ We do hereby confirm that all the information given in this Tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorized person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**SECTION XII – DRAFT LETTER OF NOTIFICATION OF AWARD**

To: (Name and full address of the Successful Tenderer) .....

Date.....

Dear Sirs/ Madams,

**RE:                    NOTIFICATION OF AWARD OF TENDER NO KNL/HQ/T003/2020-2021**

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....  
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of seven (7) days from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2005 (or as may be amended from time to time or replaced).

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within seven (7) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,  
FOR: knls

Enclosures

**SECTION XIII – DRAFT LETTER OF NOTIFICATION OF REGRET**

To: (Name and full address of the Unsuccessful Tenderer) .....

Date:

Dear Sirs/ Madams,

**RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO KNL/HQ/T003/2020-2021**

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1. ....
2. ....
3. .... etc...

The successful bidder was \_\_\_\_\_.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from knls Supply Chain section, on the 3<sup>rd</sup> Floor, Oldonyo Sabuk road-BuruBuru, Nairobi only after expiry of twenty-one (21) days from the date hereof. It is expected that by that time knls and the successful bidder will have entered into a contract pursuant to the Public Procurement and Asset Disposal Act, 2015 (or as may be amended from time to time or replaced). When collecting the Security, you will be required to produce the original of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,  
FOR: knls

**SECTION XIV - TENDER SECURITY DECLARATION FORM**

(The Bidder shall complete in this form in accordance with the instructions indicated)

Date: .....  
(Insert date (as day, month, and year) of Bid Submission)

Tender No.....  
(Insert number of bidding process)

To:  
Knls,  
P.O Box 30573 – 00100,  
**Nairobi, Kenya.**

We, the undersigned declare that.

We understand that, according to your conditions, bids must be supported by a bid-securing declaration.

We accept that we will be automatically be suspended from being eligible for bidding in any contract with the purchaser for the period of the time of (insert the number of months or years) starting on (insert date), if we are in breach of our obligation(s) under the bid conditions, because we-

Have withdrawn our bid during the period of bid validity specified by us in the bidding data sheet: or

Having been notified of the acceptance of our bid by the purchaser during the period of bid validity,

Fail or refuse the contract, if required, or

Fail or refuse to finish the performance security, in accordance with the ITT

We understand that this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of Our receipt of a copy of your notification of the name of the successful bidder; or Twenty-eight days after the expiration of our tender.

We understand that if we are a joint venture, the bid securing declaration must be in the name of the joint venture that submits the bid, and the joint venture has not been legally constituted at the time of bidding, the bid securing declaration shall be in the names of all future partners as named in the letter of intent.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorized person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer (where applicable)

Date ..... Day of.....  
(Insert date signing)

## SECTION XV - CONTRACT AGREEMENT FORM

THIS AGREEMENT made this.....day of.....20.... BETWEEN THE Kenya National Library Service, a procuring company duly incorporated under the Companies Act, and of the Laws of Kenya, situated currently in BuruBuru Oldonyo sabuk Road/Mumias Road,BuruBuru, Nairobi in the Republic of Kenya and of Post Office Box Number 30573 -00100, Nairobi in the Republic aforesaid (hereinafter referred to as “knls”) of the one part,

AND

..... (Purchaser’s full name and location) of Post Office Box

Number..... (Full address of Purchaser), (hereinafter referred to as the “Purchaser”) of the other part;

**WHEREAS** knls invited tenders for disposal of certain items that is to say for Assorted Scrap Items under **Tender Number KNL/T003/2020-2021**

**AND WHEREAS** knls has accepted the Tender by the Purchaser for the items in the sum of ..... (Knls specify the total amount in words which should include any payable taxes and duties including Value Added Tax (V.A.T.)) (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 and the Tender Document.  
Unless the context or express provision otherwise requires: -
  - a) Reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
  - b) Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
  - c) Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
  - d) Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Purchaser” the covenants, agreements obligations expressed to be made or performed by the Purchaser shall be deemed to be made or performed by such persons jointly and severally.
  - e) Where there are two or more persons included in the expression the “Purchaser” any act default or omission by the Purchaser shall be deemed to be an act default or omission by any one or more of such persons.
2. In consideration of the payment to be made by knls to the Purchaser as hereinafter mentioned, the Purchaser hereby covenants with knls to purchase and collect the items in conformity in all respects with the provisions of the Contract.

3. knls hereby covenants to release and transfer the items to the Purchaser to the Purchaser in consideration of 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.
4. The following documents shall constitute the Contract between knls and the Supplier and each shall be read and construed as an integral part of the Contract: -
  - a) This Contract Agreement
  - b) The Special Conditions of Contract as per the Tender Document
  - c) The General Conditions of Contract as per the Tender Document
  - d) The Price Schedules submitted by the Purchaser
  - e) Knls Notification of Award dated.....
  - f) The Tender Form signed by the Purchaser
5. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
6. No failure or delay to exercise any power, right or remedy by knls shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
7. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively (and proof of service shall be by way of confirmation report of such transmission and or delivery), notices sent by post shall be deemed served seven (7) days after posting by registered post (and proof of posting shall be proof of service), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local Purchasers and two (2) days for Foreign Purchasers.
8. For the purposes of Notices, the address of knls shall be the Ag. Director, knls, **Post Office Box Number 30573–00100, Nairobi, Kenya**, The address for the Purchaser shall be the Purchaser's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.
9. The Purchaser shall furnish us, prior to signing the contract, with a Performance Bond in the form of cash, equivalent to 10% of the contract price.

If the tenderer shall fail to lodge with us the performance bond within the stipulated period, we shall be entitled to terminate the contract forthwith.
10. Prior to collection of the awarded scrap **meters**, the vendor shall be required to disfigure all the awarded meters making them unusable before loading the same into their vehicles.
11. A time duration of 30 days after payment is provided for the removal of the obsolete items company wide. Failure to collect the items within the allowed duration shall attract storage charges at the rate of Kshs.1, 000 per week until all the awarded items are collected.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya the day and year first above written.

SIGNED for and on behalf of knls

\_\_\_\_\_  
Kenya National Library Service

SEALED with the COMMON SEAL of the  
PURCHASER in the presence of: -

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
Affix Purchaser's Seal here

\_\_\_\_\_  
DIRECTOR'S FULL NAMES

and in the presence of: -

\_\_\_\_\_  
DIRECTOR/ COMPANY SECRETARY

\_\_\_\_\_  
DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

OR (If an Individual or Sole Proprietor or Partnership)

SIGNED by the PURCHASER (S  
\_\_\_\_\_

**SECTION XVI: PROOF OF VIEWING ASSORTED UNSERVICEABLE, OBSOLETE, SCRAP ITEMS, SCRAP FURNITURE, OFFICE EQUIPMENT/ASSETS: TENDER NO. KNL/T003/2020-2021**

Librarian In-Charge, Sign and Stamp the form after Scrap dealer views scrap/salvage items in your respective library.

	<b>NAME OF STORE</b>	<b>NAME OF THE LIBRARIAN IN-CHARGE OR ASSISTANT</b>	<b>SIGN</b>	<b>STAMP</b>	<b>DATE</b>
1					
2					
3					
4					
5					

We confirm that we have viewed ALL Assorted Unserviceable, Obsolete, Scrap Items, Scrap Furniture, Office Equipment/Assets: Tender No. Knl/T003/2020-2021 at the locations indicated above:

\_\_\_\_\_  
**NAME OF THE FIRM**

\_\_\_\_\_  
**SIGN & STAMP**

\_\_\_\_\_  
**DATE**

**CONSOLIDATED ANNUAL DISPOSAL PLAN 2020/2021 FINANCIAL YEAR.**