



**KENYA SCHOOL OF LAW**

**TENDER FOR SUPPLY, INSTALLATION, CONFIGURATION,  
TESTING AND IMPLEMENTATION OF RFID LIBRARY SECURITY  
SYSTEM AT TOWN CAMPUS**

**KSL/006/2019-2020**

**NAME OF FIRM:** \_\_\_\_\_

**POSTAL ADDRESS:** \_\_\_\_\_

**TELEPHONE NO(S):** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**CLOSING DATE: 17<sup>th</sup> March 2020 at 2.30pm**

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## **Introduction**

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
  
- 1.2 The following general directions should be observed when using the document.
  - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
  
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
  
- 1.3
  - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
  
  - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

**SECTION I INVITATION TO TENDER**

**DATE 3rd March, 2020**

**TENDER REF NO.** *(as per tender document)*

**TENDER NAME** *(as per tender documents)*

The *Kenya School of Law* invites sealed bids from eligible candidates for supply, Installation, Configuration, Testing implementation and Commissioning of an RFID Library System.

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at **Kenya School of Law, Administration Block, Gate C, Karen Campus, along Langata South Road, off Langata Road** during normal working hours.
- 1.2 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of 1000 in cash or Bankers cheque payable to Director/ Chief Executive Officer or down load from our website [www.ksl.ac.ke](http://www.ksl.ac.ke)
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Kenya School of Law, Administration Block, Gate C, Karen Campus, along Langata South Road, off Langata Road or be addressed to **Kenya School of Law, P.O. Box 30369 -00100** so as to be received on or before 17th March,2020 at 2.30pm.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Kenya School of Law, Karen Campus, Administration Block, Gate C

**For Chief Executive Officer**

*Kenya School of Law*

*P.O. Box 30369 – 00100*

*Nairobi*

## SECTION II - INSTRUCTIONS TO TENDERERS

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Kenya School of Law's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya School of Law to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### 2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.



## 2.3 **Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya School of Law, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## 2.4. **The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
  - (ii) Instructions to tenderers
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Schedule of requirements
  - (vi) Technical Specifications
  - (vii) Tender Form and Price Schedules
  - (viii) Tender Security Form
  - (ix) Contract Form
  - (x) Bank Guarantee for Advance Payment Form
  - (xi) Manufacturer's Authorization Form
  - (xii) Confidential Business Questionnaire
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## 2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Kenya School of Law in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders, prescribed by the Kenya School of Law. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 The Kenya School of Law shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## 2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Kenya School of Law, 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.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kenya School of Law, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Kenya School of Law, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Kenya School of Law's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Kenya School of Law's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

### **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years,

following commencement of the use of the goods by the Kenya School of Law; and

- (c) a clause-by-clause commentary on the Kenya School of Law's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

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

**2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price. (Kshs. 70,000.00)**

2.14.3 The tender security is required to protect the Kenya School of Law against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Kenya School of Law and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Kenya School of Law as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Kenya School of Law.

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

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Kenya School of Law on the Tender Form;  
or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27  
or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Kenya School of Law, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya School of Law as non-responsive.

2.15.2 In exceptional circumstances, the Kenya School of Law may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer

may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 Format and Signing of Tender

2.16.1 The Kenya School of Law shall prepare two copies of the tender, clearly marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## 2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

- (a) Be addressed to the Kenya School of Law at the address given in the Invitation to Tender:
- (b) Bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE 17<sup>th</sup> March, 2020 at 2.30pm.**



2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Kenya School of Law will assume no responsibility for the tender’s misplacement or premature opening.

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

Tenders must be received by the Kenya School of Law at the address specified under paragraph not later than **17<sup>th</sup> March, 2020 at 2.30pm.**

2.18.1 The Kenya School of Law may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Kenya School of Law and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Kenya School of Law prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender

during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The Kenya School of Law may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The Kenya School of Law shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

The Kenya School of Law will open all tenders in the presence of tenderers' representatives who choose to attend, on 17<sup>th</sup> **March 2020 at 2.30pm.** in the School Board Room

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Kenya School of Law, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Kenya School of Law will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Kenya School of Law may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Kenya School of Law in the Kenya School of Law's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

2.22.1 The Kenya School of Law will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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 quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Kenya School of Law may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.32 the Kenya School of Law will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Kenya School of Law's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Kenya School of Law and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the Kenya School of Law will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Kenya School of Law will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.26 Contacting the Kenya School of Law**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Kenya School of Law on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Kenya School of Law in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, the Kenya School of Law will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Kenya School of Law deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Kenya School of Law will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

2.27.4 The Kenya School of Law will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

### **(c) Kenya School of Law's Right to Vary quantities**

2.27.5 The Kenya School of Law reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Kenya School of Law's Right to Accept or Reject Any or All Tenders**

2.27.6 The Kenya School of Law reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya School of Law's action

**2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Kenya School of Law will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Kenya School of Law will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 At the same time as the Kenya School of Law notifies the successful tenderer that its tender has been accepted, the Kenya School of Law will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya School of Law.

## **2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Kenya School of Law, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Kenya School of Law.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Kenya School of Law may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Kenya School of Law requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya School of Law, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kenya School of Law of the benefits of free and open competition;

2.31.2 The Kenya School of Law will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## **2.32 Technical Evaluation of Tenders**

2.32.1 KSL will evaluate the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.32.2 The technical evaluation will assess whether:

- a) the bidder has the necessary professional and technical qualifications and competence, resources, and managerial capability; and
- b) The proposed solution is adequate.

2.32.3 The following merit point method for weighted evaluation factors will be applied for comparison and final selection of those bidders who shall have met ALL the requirements for the RFID **Library Security System** as stated in paragraph 5.2.7 below. The criteria for technical evaluation will be as given in the following table:



## 2.32.4 MANDATORY PRELIMINARY REQUIREMENTS

Bidders will be required to provide the following;

### RFID LIBRARY SYSTEM

#### I. PRELIMINARY REQUIREMENTS

MR	ITEM	YES/NO
MR1	Certificate of Incorporation/ Registration	
MR2	Valid Tax Compliance Certificate	
MR3	ICT Authority Certification- Must have valid ICTA Certification,	
MR4	Valid Manufacturer Authorization Letter if not Manufacturer	
MR5	Completed Confidential Business Questionnaire	
MR6	Completed Anti-corruption Declaration Form	
MR7	Audited Accounts for the last 2 years	
MR8	The system should have local support in Kenya.	
MR9	The manufacturer of the solution must have been in operation for more than 5 years	
MR 10	Tender Security	
MR 11	Site survey at both Karen campus and town campus	

Bidders who are found to be responsive to the requirements above will pass for Technical Evaluation Criteria

## 2.32.5 TECHNICAL EVALUATION CRITERIA

- The evaluation committee appointed shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as described below.

- All preliminary compliant proposals will be evaluated for technical compliance based on the specifications/terms of reference as shown below:
  - Each responsive (responsive to preliminary requirements) proposal will be evaluated on the mandatory technical requirements and a proposal shall be **rejected** at this stage if it is not responsive to any of the mandatory aspects of the system.
  - The rest of the technical requirements will be scored, including the demonstration of the proposed solution. (Bidders qualifying in above will be invited to demonstrate Proof of Concept (POC). The POC will be used to determine how the solution complies with system requirements.)

**NB: Demonstration/POC**

Compliant bidders will be requested to make a presentation of their proposal for clarification only. They will be required to demonstrate the functionalities and capabilities of the proposed solution. They will be allowed to use any of their existing systems. No alteration of the Bidder's submission will be permitted. Notification will be given to qualified bidders as to the time and place. The presentation shall be at the expense of the bidder.

- The total score from this stage will be added to the score attained during technical evaluation of the proposed solution so as to give the total technical score (St). A proposal shall be rejected at this stage if it fails to achieve the indicated minimum technical score of 70% of the total technical score.
- Due diligence will be done on the best 3 firms that attain the highest Total technical score (St) above the pass mark. The identified aspects will be scored on a yes/no basis. The firms that are responsive will proceed to Financials.

**2.32.5.1 Tender Qualification and Award**

Any award to be made pursuant to this tender document will be based upon the proposal with appropriate consideration given to operational,

technical, cost, and management requirements. Evaluation of offers will be based upon the bidder's responsiveness to the tender documents and the total price quoted for all items covered by the tender documents.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a bidder or bidders:

1. Completion of all required responses in the correct format.
2. The extent to which the bidder's proposed solution fulfills the stated requirements as set out in this tender document
3. An assessment of the bidder's ability to deliver the indicated service in accordance with the specifications set out in this tender document.
4. The bidder's stability, experiences, and record of past performance in delivering such services.
5. Availability of sufficient high quality bidder personnel with the required skills and experience for the specific approach proposed.
6. Overall cost of bidder's proposal.

**STAGE 2: THE TECHNICAL EVALUATION (CAPACITY TO DELIVER THE SERVICE 80%)**

**Section 1:** Mandatory Technical requirement of the solution (Yes/No) as will be identified.

**Section 2:** Detailed aspects of the technical requirements and competency of the firm as per the following criteria

<p><b>TECHNICAL SPECIFICATIONS</b> The solution will be evaluated on meeting the detailed technical requirements (compliance) as outlined in the specifications for the items that are not included in the mandatory section.</p>	<p>Full compliance = 50% As per technical specification</p>	<p>50</p>
<p><b>TECHNICAL STAFF</b> At least 3 key Technical staff with specific qualifications and experience to install and support the solution (Submit CVs and certificates of key personnel showing areas of expertise with emphasis on access control installations.)</p>	<p>3 marks for each</p>	<p>9</p>
<p><b>PAST PERFORMANCE</b></p>		<p>9</p>

Evidence of at least 3 Local, Government/Parastatals Sites where the bidder has deployed a Cloud-based or on-premise solution that is both software and hardware based.  - List of the sites with contact names, phone and email (they WILL be contacted) Recommendation Letters from these past sites	3 marks each for a maximum of 3	
Project implementation plans (execution plan, training plan, test plan, and support plan.)	3 marks each	12
<i>Bidders must attain the mark of 70 points to proceed to the next section of financial evaluation.</i>		
<i>KSL may disqualify bids based on the outcome of the Proof of Concept.</i>		

### **STAGE 3: THE FINANCIAL EVALUATION (20%)**

Bidders whose technical proposals will have met technical evaluation criterion described above shall be invited for the opening of the Financial proposals. The other

Financial proposals shall be returned unopened. Any effort by a bidder to influence the evaluation or contract award decisions shall result in the rejection of the bidder's proposal.

The Financial Proposals shall be opened publicly in the presence of only the Technically Responsive bidder's representatives who choose to attend. The name of the bidding firm, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The minutes of the public opening shall be prepared.

The evaluation committee will determine whether the financial proposals are complete i.e. whether the bidder has priced all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

1.20.3.4 The Financial proposal will be awarded 20 points. Each proposal will be awarded proportionate points as per the following formula

$$\text{Lowest cost} \times X$$

Proposal cost

Where X is the financial score attained by bidder as per criteria below:

**STAGE 3: THE FINANCIAL EVALUATION (20%)**

1. The Bidders who scores 70% and above will be deemed to be responsive and will be evaluated for financial responsiveness. Financial Bids of those who have technically qualified only shall be opened for further evaluation.

Scores will be allocated for, liquidity, fully itemized costs; filling of the relevant forms. The score out of 20 for each bidder will be recorded.

Evaluation Attribute	Weighting Score	Score
<b>FINANCIAL STABILITY (LIQUIDITY)</b>		
a) Profitability Margin	A margin above 20% will score 5 marks; 10-19 % 4 marks 5- 9% marks 2.5 marks and 1-4% 1.0 mark	5 marks
b) Liquidity Ratio	2:1 – 5 marks; 1:1 – 4 marks;0.5:1- 3 marks less than 0.5 no mark	5 marks
Must attach company audited accounts for the last two consecutive years		
The cost of the solution	Itemized Prices	10 marks

## 1.1. STAGE 4: Ranking of the bidders using the formula

1. The individual technical scores of the technically qualified Bidders, will be normalized as per the formula below:

$$T_n = (T_b/T_{max}) \times 70/100$$

where:

$T_n$  = Normalized technical score for the Bidder under consideration

$T_b$  = Absolute technical score for the Bidder under consideration

$T_{max}$  = Maximum absolute technical score obtained by any Bidder

2. The commercial scores will be calculated as per formula given below:

$$F_n = (F_{min}/F_b) * X/100$$

where:

$X$  = The financial score for individual bidders

$F_n$  = Normalized financial score for the Bidder under consideration

$F_b$  = The commercial bid value of the Bidder under consideration

$F_{min}$  = Minimum commercial Value bid

3. The overall score will be calculated as per the formula given below:

$$B_n = T_n + F_n$$

where:

$B_n$  = Overall score of the Bidder under consideration

$T_n$  = Normalized technical score of the Bidder under consideration

$F_n$  = Normalized financial score of the Bidder under consideration

4. Final Selection of Bidder will be done based on added individual score achieved by the Bidder in techno-commercial evaluation. The Bidder getting the highest score ( $B_n$ ) shall be selected for award of work. The final scores would be rounded off to two decimals and in case of a tie, the bidder with lower financial quote will be selected.

## **Stage 5: Due-diligence**

Prior to the award of the tender, the evaluation committee shall conduct due diligence to confirm and verify the qualifications of the bidder. At the due diligence stage, the bidder shall be evaluated on a pass/fail and scoring basis to ascertain the information provided at the technical capacity stage.

The evaluation committee will conduct due diligence on any of the references provided by the bidder in this tender documents to confirm information provided. In addition, the evaluation committee may seek information about the bidder from any other source whether or not the individuals or organizations contacted have been referenced by the bidder.

The evaluation committee may disqualify bids based on the outcome of the Due Diligence and Proof of Concept.

### **NOTE: Site survey Mandatory**

#### **NOTES**

1. A bidder **MUST** satisfy the requirements to be eligible for evaluation of the technical proposal.

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the Kenya School of Law in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The Kenya School of Law should specify in the appendix information and requirements specific to the circumstances of the Kenya School of Law, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;

- (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
  5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

**Appendix to Instructions to Tenderers**

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Indicate eligible tenderers</i>
2.14.1	<i>Indicate particulars of tender security</i>
2.18.1	<i>Indicate day, date and time of closing</i>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>Indicate particulars of performance security</i>



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**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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

#### **3.1 Definitions**

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

- (a) "The Contract" means the agreement entered into between the Kenya School of Law and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Kenya School of Law under the Contract.
- (d) "The Kenya School of Law" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Kenya School of Law for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

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

3.5.1 The tenderer shall not, without the Kenya School of Law's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Kenya School of Law in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Kenya School of Law's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Kenya School of Law and shall be returned (all copies) to the Kenya School of Law on completion of the Tenderer's performance under the Contract if so required by the Kenya School of Law

### 3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Kenya School of Law against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Kenya School of Law's country

### 3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya School of Law the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya School of Law and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Kenya School of Law, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Kenya School of Law and returned to the Candidate not later than thirty (30) days following the

date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

3.8.1 The Kenya School of Law or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Kenya School of Law shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Kenya School of Law.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Kenya School of Law may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Kenya School of Law.

3.8.4 The Kenya School of Law's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Kenya School of Law or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Kenya School of Law in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Kenya School of Law as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered 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 tenderer in its tender.

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

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

3.13.4 Price variation request shall be processed by the Kenya School of Law within 30 days of receiving the request.

### **3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya School of Law's prior written consent

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Kenya School of Law in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 The Kenya School of Law may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Kenya School of Law

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

- (c) if the tenderer, in the judgment of the Kenya School of Law has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Kenya School of Law terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Kenya School of Law for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

3.18.1 The Kenya School of Law and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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



### **3.20 Force Majeure**

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the Kenya School of Law in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the Kenya School of Law and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

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

**42. Special conditions of contract as relates to the GCC**

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

## **SECTION V: - TECHNICAL SPECIFICATIONS**

### **5.1 General Requirements**

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc., for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. KSL reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers **MUST** present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representatives and/or workshop for back-up service/repair and maintenance including their names and addresses.
  - (iii) Proof of experience in carrying out the proposed installations.

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submit names/reference of at least three (3) clients where similar services have

been successfully implemented within the last three (3) years. And dealer

Authorization letter for the solution product proposed

- (iv) Submit three (3) CVs of key personnel proposed to take the assignment showing areas of expertise with emphasis backup and recovery solutions

and also provide a detailed implementation plan if awarded the tender

- (v) Submit a brief company profile indicating expertise in supply, delivery, installation, configuration, testing, implementation and Commissioning of integrated Library Security System

5.1.5 The bidder should bear in mind that the solution proposed should be simple, robust and easy to maintain.

5.1.6 It is expected that the contractor will provide training for technical support staff. A full training schedule for all targeted users, including costs and duration, should be provided. An assessment of the training will be carried out after completion of the training.

5.1.7 The financial proposal should clearly show the cost of software licenses, cost of equipment, cost of installation and standing charges where applicable

(especially for server hosting services), and/or usage charges. It should also indicate whether such software license costs are one-off or recurring.

5.1.8 The contractor to provide a detailed user and technical manual for all the installed systems.

5.1.9 The contractor is required to turn in all passwords and log-on IDs to KSL

Management upon deployment of the application software.

5.1.10 The contractor is expected to provide 24-hour by 7-day a week technical support all year round; they must provide telephone and email for the

support desk as well as the designated contact persons describing the escalation path.

5.1.11 The contractor must commit to providing a mandatory three (3) months post implementation support.

5.1.12 The application software must have at least a two-year warranty.

5.1.13 After the lapse of the warranty period KSL will negotiate a maintenance agreement with the contractor.

## 5.2 Terms of Reference

### 5.2.1 BACKGROUND

The procuring entity is looking to implement an RFID-based Library System at The Kenya School of Law- Nairobi Town Campus, that:

- i. Provides a central platform to manage issuing out and check-in of books and material in the school's library, keep track of circulation events and details.
- ii. Assists in compliance with library policies of check-in and check-out.
- iii. Saves time taken to carry out circulation operations involving check-out and check-in borrowable library material, including the ability to check several items at a time.
- iv. Gives better organized and improved control of library books and other material.
- v. Reduces costs through better management and control of material, better accountability, responsibility and transparency.
- vi. Can report, using both standard and custom reports, to provide an overview of events in the circulation processes carried out.
- vii. Provide a flexible, customizable, highly reliable, configurable, scalable and modular library system that can be expanded as capacity grows.

## II. DELIVERABLES

- a. RFID Detection Gates (Single-aisle) (1 set)
- b. Base Plate for the Detection Gates (1 set)
- c. RFID Tags for Library Material (books, CDs, journals)
- d. Staff Station Unit (RFID Mid-Range Reader and Antenna) (1 set)
- e. Stock take unit (3)
- f. Library Management Software

- g. PC and Monitor for the Staff Station Unit
- h. Civil works to allow for installation and mounting of the RFID Gates & Baseplates
- i. Electrical & Networking Works to allow for interconnection of the devices above
- j. RFID Tagging of the books and library material
- k. Programming of RFID Chips/Tags on the books and library material

### **III. SCOPE OF WORKS & DELIVERABLES**

Tasks expected to be carried out include:

- a. A detailed project implementation plan with resource requirements and allocations
- b. Delivery of appropriate software and hardware
- c. Provision of preliminary works to facilitate installation, including provision of data points, civil, electrical and networking works to make good mounting points for equipment
- d. Installation of Single-aisle RFID Detection Gates, complete with baseplates for each aisle, RFID Tags for books and material, Staff Station unit complete with a mid-range reader and antenna, Library Management Software
- e. Installation Configuration and Implementation of the Hardware & Software
- f. Provision of Security Credentials/ Accounts to the Library Staff
- g. System Population: Data capture of all books, RFID-tagging of all the necessary material in the library
- h. Customizations and Configurations of system with the provided data, e.g. custom reports generation, RFID Gates and Alarms configurations, books' schedules
- i. Attain a full-fledged Library Management System
- j. Provision of progress report during the entire time of implementation
- k. Provision of Training material and outline/syllabus
- l. Training of Library Staff- training the trainer model
- m. Provision of training report and user manuals
- n. Provision of 12 months' warranty
- o. Provision of support after commissioning
- p. Proposed Service Level Agreement
- q. Preparation and submission of final project report and technical manuals

### **IV. TECHNICAL SPECIFICATIONS**

## V. TECHNICAL SPECIFICATIONS

1. SINGLE-AISLE RFID (UHF) DETECTION GATES	
i.	<i>The gates should be installed in a single-aisle kind of manner, and should have a minimum detection distance of 1 meter between the gates, without interference of magnetic items. The gates are made up of gate size antenna with long-range reader and appropriate power supply</i>
ii.	<i>The gate should be able to trigger an alarm when an unborrowed item passes through</i>
iii.	<i>Physical lights should be able to light up at the same time as the alarm, when an unborrowed book or library material attempts to go through the gates</i>
iv.	<i>The EAS Gates should have an option to trigger CCTV Camera to record student/person when an alarm is sounded by the gates</i>
v.	<i>The gates should have a multi-item detection feature, such that if several unborrowed library items attempt to pass through the gates, they are all detected and an alarm raised.</i>
vi.	<i>The EAS gates should allow for easy control of the level of sound of the alarms</i>
vii.	<i>The system should have an option/module that can be activated in future developments to count and register the number of students that pass through the gates into and out of the library</i>
viii.	<i>The gates should come with installation plates to be set on the floor and the gates mounted on them, to avoid major civil works on the library's floor and to ensure a neat job is achieved</i>
ix.	<i>The baseplates on which the RFID gates are to stand on should be provided and should be stainless steel material</i>
x.	<i>Operation frequency of the gates should be 840-960 MHz</i>
xi.	<i>Security modes used should be EAS and/or AFI</i>
xii.	<i>Communication Interface: Ethernet, USB</i>
xiii.	<i>Power Supply: 100-240VAC/ 50-60Hz</i>
xiv.	<i>The gates should have lights and buzzer for alarm raising</i>
xv.	<i>To allow for future developments and integrations such as counting the number of people, these gates should have the possibility to count bi-directionally, i.e., in an out, when this option gets activated in future</i>
xvi.	<i>RFID tags read per second: at least 20 tags</i>
xvii.	<i>Reading distance: The maximum reading distance between antennae should be at least 300cm and from the floor upto at least 400cm high</i>
xviii.	<i>The frame material should be light and robust such as Perspex or high-quality plexiglass, preferably transparent</i>
xix.	<i>Tag detection should be 3D Detection</i>
xx.	<i>A pedestal including 1 antenna set (4 antennas) for large detection field and 1 electronic unit (Controller) integrated into the pedestal bottom.</i>
xxi.	<i>To fit and position well in the area that is to be installed at the premise's entrance, the dimensions of the gates should be approximately: 157(L)x44.5 (W)x13(H)cm</i>
xxii.	<i>The Gates should adhere to and be certified by CE for conformity with health, safety and environmental protection standards, FCC/IC, UL, c-UL &amp; CB, as well as C-Tick.</i>

	<i>Conform with: EPC global UHF ISO-18000-6C (EPC G2) , TK90 At least: IEC IP51,</i>
<b>2. STAFF STATION UNIT</b>	
<i>i.</i>	<i>The staff station unit is to be made up of a mid-range RFID reader and desktop-antenna. These work in combination with KOHA Integrated Library Management Software and user PC and monitor and is to be used to arm/disarm the EAS when checking in/out a book, for tagging, checking status of library items.</i>
<i>ii.</i>	<i>The Staff Station unit should have a feature that allows staff to choose to auto-arm/disarm EAS or RFID chips of items that are within a certain range of the staff station unit antenna, so that when an item can just be placed on the antenna pad to arm or to disarm.</i>
<i>iii.</i>	<i>The RFID reader and antenna in the staff station unit should be able to serve as a registration tool for new items, i.e. to be used to program chips on new library material</i>
<b>RFID READER</b>	
<i>iv.</i>	<i>Operation frequency: 840-960 MHz</i>
<i>v.</i>	<i>Maximum reading distance should be at least 40cm</i>
<i>vi.</i>	<i>The reader should be a multi-tag reader</i>
<i>vii.</i>	<i>The RFID Reader should have an anti-collision function and be able to read up to at least 30 transponders simultaneously</i>
<i>viii.</i>	<i>The reader should come housed in quality plastic ABS or equivalent, and should have an enclosure rating of at least IP 50</i>
<i>ix.</i>	<i>Power supply: 12/24V DC, Power drawn should be not more than 6 Watts, whereas transmitting power should be between 1 to 2 Watts. Supply voltage at antenna output should be 7.5V DC, with a max. of 5mA of current</i>
<i>x.</i>	<i>The reader should be equipped with an optical indicator LED for statuses or read, etc.</i>
<i>xi.</i>	<i>The reader should support at least 3 reader Modes: ISO Host Mode, Scan Mode and Notification Mode</i>
<i>xii.</i>	<i>Standards and Compliance: The staff station unit reader should comply with EPC global UHF ISO-18000-6C (EPC G2)</i>
<b>DESKTOP ANTENNA</b>	
<i>i.</i>	<i>The desktop antenna should have a read range of more than 30cm, with no tag reading outside of the antenna set reading area/range</i>
<i>ii.</i>	<i>Operating frequency: 840-960 MHz</i>
<i>iii.</i>	<i>The antenna should be able to provide optical feedback of read, with LED</i>
<i>iv.</i>	<i>The antenna should be designed in a way that installation on metallic or conductive surfaces has no influence on the antenna and its functionality</i>
<i>v.</i>	<i>For portability and good placement on staff desk, the RFID desktop antenna should not be more than 400mm by 300mm by 30mm, and should not exceed 3kg in weight.</i>
<i>vi.</i>	<i>Should have a protection class of at least IP 50</i>
<i>vii.</i>	<i>It should have an optical indicator LED and support the three reading modes as in the reader</i>
<i>viii.</i>	<i>Similarly, the antenna should be EN, FCC&amp; IC Certified in the appropriate categories and standards</i>



<b>3. RFID TAGS FOR BOOKS/ JOURNALS 7000</b>	
i.	<i>Operating frequency: 840-960 MHz</i>
ii.	<i>Dimension: 98mm (L) by 6mm (W) by 0.18mm (H)</i>
iii.	<i>Antenna material: aluminum</i>
iv.	<i>Memory Capacity: at least 2.5K bits</i>
v.	<i>Standards &amp; Conformity: EPC global UHF ISO-18000-6C (EPC G2)</i>
vi.	<i>Reading Range: between 0 to 50 cm away from gate and 100 cm between gates</i>
vii.	<i>Integrated Circuit: NXP G2il with E+AS</i>
viii.	<i>Max. thickness of label: 0.2mm excluding IC and siliconized paper</i>
ix.	<i>Power supply: Passive, Induction</i>
x.	<i>Operating temperature: -20 to 70 degrees Celsius</i>
xi.	<i>Date retention: More than or equal to 50 years</i>
xii.	<i>Write endurance: at least one hundred thousand cycles</i>
<b>4. PORTABLE RFID HANDHELD READER FOR INVENTORY/STOCK TACKING</b>	
i.	<i>The Portable handheld reader is to be made up of a high-range RFID reader and an antenna. These work in combination with KOHA Integrated Library Management Software and user PC and monitor and is to be used to take stock of library items by scanning around the library.</i>
ii.	<i>The Portable handheld reader should be installed with a software which allows staff to scan through shelves to inventory the library items by their circulation number(Koha barcode number) with a facility to export the list in a Koha format for inventory.</i>
<b>HANDHELD RFID READER SPECS</b>	
iii.	<i>Operation frequency: 840-960 MHz</i>
iv.	<i>Maximum reading distance should be at least 2m</i>
v.	<i>The reader should be a multi-tag reader</i>
vi.	<i>The RFID Reader should have an anti-collision function and be able to read up to at least 80 transponders simultaneously</i>
vii.	<i>The reader should come housed in quality plastic ABS or equivalent, and should have an enclosure rating of at least IP 65</i>
viii.	<i>Power supply: 1 lithium battery with a backup</i>
ix.	<i>The reader should be equipped with USB 2.0 port for data transfer, IEEE 802.11b/g WiFi</i>
x.	<i>The reader should support at least 3 reader Modes: ISO Host Mode, Scan Mode and Notification Mode</i>
xi.	<i>Standards and Compliance: EPC global UHF ISO-18000-6C (EPC G2)</i>
ix.	<i>4.3" IPS display screen</i>
x.	<i>Should have an option for 1D and 2D honeywell scanner engine</i>
xi.	<i>The screen display should be able to provide feedback of read</i>
xii.	<i>Should be UHF and, 2.4G Module</i>

**BILL OF QUANTITIES**

<b>Bill of Items/ Quantities</b>							<b>Unit Price (KES)</b>
<b>No.</b>	<b>Sub</b>	<b>INSTALLATION AREA/ITEM</b>	<b>Description</b>	<b>Proposed Model</b>	<b>Units</b>	<b>Qty</b>	
<b>A)</b>	<b>LIBRARY SYSTEM INITIAL INSTALLATION(BASIC HARDWARE/ SOFTWARE)</b>						
	<b>i</b>	<b>Hardware</b>	<i>Single-Aisle RFID Detection Gates</i>		<i>Set</i>	<i>1</i>	
	<b>ii</b>	<b>Hardware</b>	<i>Base Plates for RFID Gates</i>		<i>Set</i>	<i>1</i>	
	<b>iii</b>	<b>Hardware</b>	<i>RFID tags for Books &amp; Journals</i>		<i>Pcs</i>	<i>9000</i>	
	<b>iv</b>	<b>Hardware</b>	<i>RFID tags for CDs &amp; DVDs</i>		<i>Pcs</i>	<i>1000</i>	
	<b>v</b>	<b>Hardware</b>	<i>Staff Station Unit Reader</i>		<i>Pcs</i>	<i>1</i>	
	<b>vi</b>	<b>Hardware</b>	<i>Staff Station Unit Antenna</i>		<i>Pcs</i>	<i>1</i>	
	<b>vii</b>	<b>Software</b>	<i>Integration of the system with existing Library System Software (KOHA) with Standard Interchange Protocol</i>		<i>Lot</i>	<i>1</i>	
	<b>viii</b>	<b>Installation of the Library Security System</b>	<i>System Installation and Installation Accessories: Power Cables, cat6e, trunking</i>		<i>Lot</i>	<i>1</i>	
	<b>ix</b>	<b>Works</b>	<i>Allow for installation and mounting of the RFID Gates &amp; Baseplates, Staff Station Unit &amp; Antennae, as well as their connection to the network</i>		<i>Lot</i>	<i>1</i>	

x	<b>Spares (Attach a separate list of spares items)</b>	<i>Allow for comprehensive supply &amp; replacement of any and all spares for the warranty period of 1 No. Years from date of commissioning of the system, at no additional costs to the client (ATTACH A SEPARATE LIST OF SPARES)</i>		Lot	1	
xi	<b>Samples</b>	<i>Allow for provision of any samples as might be required by client before implementation</i>		Lot	1	
xii	<b>Works</b>	<i>Allow for chasing, hacking of wall &amp; floor, making good the same with replacement of any broken ceramic tiles with similar as in place for electrical/networking works, as well as the RFID gates mounting to client satisfaction;</i>		Lot	1	75,000
xiii	<b>Works</b>	<i>Allow for proper backfilling of any hacks on walls, floors, making good areas out of scope;</i>		Lot	1	
xiv	<b>Networking/Electrical</b>	<i>Allow for Electrical &amp; Server Room Communication (CAT 6A and 3-pair- 2.5mm as East African Cable), Networking Working with appropriate cable as Siemon and conduiting works to</i>		LM	300	

		<i>connect system to power and data.</i>			
<b>xv</b>	<b>Power UPS</b>	<i>Allow for provision of Rack Mount UPS, at least 2KVA APC or equivalent</i>		<i>Pcs</i>	<i>1</i>
<b>xvi</b>	<b>PC &amp; Monitor</b>	<i>PC &amp; Monitor, on which the system is going to be installed and run. HP WorkStation Z240 or equivalent, i38GB 1TB Windows 10 4GB, Desktop Computer, with accessories/peripherals as mouse, Keyboard</i>		<i>Set</i>	<i>1</i>
<b>xvii</b>	<b>Tagging</b>	<i>Allow for RFID Tagging of the books and library material (Minimum 5000 Books)</i>		<i>Books &amp; Journals.</i>	<i>5000</i>
<b>xviii</b>	<b>Programming</b>	<i>Allow for Programming of RFID Chips/Tags on the books and library material</i>		<i>Lot</i>	<i>1</i>
<b>xix</b>	<b>Weekly Reporting</b>	<i>Allow for provision &amp; submission of detailed hard-copy weekly progress reports for the entire project period</i>		<i>Lot</i>	<i>1</i>
<b>xx</b>	<b>Commissioning, Final Project Reporting &amp; User Manuals</b>	<i>Allow for Final Project Reporting, Commissioning and Provision of User Manuals during hand-over</i>		<i>Lot</i>	<i>1</i>

<b>B)</b>	<b>TRAINING, SUPPORT AND HARDWARE MAINTENANCE FOR 24 MONTHS</b>					
	<b>i</b>	<b>Training</b>	<i>Allow for training of up to 10 library /ICT personnel- training the trainer model</i>		<i>Pax</i>	<i>10</i>
	<b>ii</b>	<b>Training</b>	<i>Allow for provision of training material, curriculum and user manuals to assist users during training and in their day-to-day interaction with the system</i>		<i>Lot</i>	<i>1</i>
	<b>iii</b>	<b>Support &amp; Maintenance</b>	<i>Allow for 24/7 Support &amp; Maintenance for 1 No. years, starting on the date of commissioning, with quarterly servicing and inspections for optimum functionality</i>		<i>Lot</i>	<i>1</i>

**Sub-Tot**

**(KE**

**16% VAT (KE**

**Total (Carried forward to Form of Tender) (KE**

**Amount Carried to form of Tender**

\_\_\_\_\_

\_\_\_\_\_ **(In**  
**Words) \_\_\_\_\_ (In Figures)**

## **I. TRAINING**

In providing training, the vendor is expected to:

- a. Conduct training for Library staff that mans the check- out/in desk/ICT staff
- b. Bidder should provide a detailed training plan and curriculum/ guideline as part of their tender submission
- c. Provide training manuals, reading materials and reports (during training)

## **II. SUPPORT AND MAINTENANCE**

The vendor will be expected to support and maintain the proposed library system. This will include, but not limited to:

- a. Providing a help-line, which users can call to report any problems
- b. Providing upgrades, trouble-shooting and bug-fixes to the system
- c. Provide 24/7 support
- d. Provide a standard warranty (12 months) of the component parts of the system

## **III. PROJECT PERSONNEL**

The bidder should have project personnel with the right qualifications and personnel, as follows:

- a. One (1 No.) Project Team Leader with at least a Degree in Electrical/ Electronic Engineering, Computer Science or related course, over 3 years of experience in installing and support of On-premise application software
- b. At least Three (3 No.) Project Team Members with at least Degrees in IT, Electrical/ Electronic, Computer Science or related.
- c. The bidder should attach copies of CVs for these staff.
- d. The bidder should have experience in installation of both On-premise and SaaS based software and hardware application software in at least 4 government agencies/ parastatals of the caliber of the Kenya School of Law.

**MANDATORY SITE SURVEY (Karen and Town Campus)**

**SECTION VI - SCHEDULE OF REQUIREMENTS**

Number	Description	Quantity	Delivery schedule (shipment) in
			_____Weeks/months
			from _____

**SECTION VII - PRICE SCHEDULE FOR GOODS**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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



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

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

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

1. Form of Tender -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form-The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form-The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Kenya School of Law.
6. Bank Guarantee for Advance Payment Form -When Advance payment is requested for by the successful bidder and agreed by the Kenya School of Law, this form must be completed fully and duly signed by the authorized officials of the bank.

7. Manufacturers Authorization Form-When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date \_\_\_\_\_

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

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

\_\_\_\_\_  
*[name and address of Kenya School of Law]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
  
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
  
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by ..... *(Kenya School of Law)*.
  
4. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

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

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

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

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

8.2 **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. .... 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 .....

	<p><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <ul style="list-style-type: none"> <li>• Citizenship details                  .....</li> <li>•                  .....</li> </ul>
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	<p><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 35%;">Citizenship</th> </tr> <tr> <th>Details</th> <th>Shares</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship	Details	Shares			1.	.....	.....	.....		.....			2.	.....	.....	.....		.....			3.	.....	.....	.....		.....			4.	.....	.....	.....		.....		
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	<p><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs. ....</p> <p style="padding-left: 40px;">Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 35%;">Citizenship</th> </tr> <tr> <th>Details</th> <th>Shares</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">5</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship	Details	Shares			1.	.....	.....	.....	2.	.....	.....	.....	3.	.....	.....	.....	4.	.....	.....	.....	5	.....	.....	.....												
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	<p>Date ..... Signature of Candidate</p> <p>.....</p>																																								

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

### 8.3 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called "the tenderer") has submitted its tender dated  
..... [*date of submission of tender*] for the supply, installation and  
commissioning of ..... [*name and/or description of the equipment*]  
(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 ..... [*name of Kenya  
School of Law*] (hereinafter called "the Kenya School of Law") in the sum of  
..... for which payment well and truly to be made to the said  
Kenya School of Law, the Bank binds itself, its successors, and assigns by  
these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Kenya School of Law during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Kenya School of Law up to the above amount upon receipt of its first written demand, without the Kenya School of Law having to substantiate its demand, provided that in its demand the Kenya School of Law will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*signature of the bank*] \_\_\_\_\_

(*Amend accordingly if provided by Insurance Company*)

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [*name of Procurement entity*] of ..... [*country of Procurement entity*] (hereinafter called "the Kenya School of Law) of the one part and ..... [*name of tenderer*] of ..... [*city and country of tenderer*] (hereinafter called "the tenderer") of the other part;

WHEREAS the Kenya School of Law invited tenders for certain goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Kenya School of Law's Notification of Award
3. In consideration of the payments to be made by the Kenya School of Law to the tenderer as hereinafter mentioned, the tender hereby covenants with the Kenya School of Law to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Kenya School of Law hereby covenants to pay the tenderer 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 the Kenya School of Law

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

*(Amend accordingly if provided by Insurance Company)*



8.5 PERFORMANCE SECURITY FORM

To .....

*[name of Kenya School of Law]*

WHEREAS ..... *[name of tenderer]* (hereinafter called "the tenderer") 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 tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, 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 tenderer 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]*

## 8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Kenya School of Law]* .....

WHEREAS .....*[ name of the manufacturer]* who are established and reputable manufacturers of ..... *[name and/or description of the goods]* having factories at ..... *[address of factory]* do hereby authorize ..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[reference of the Tender]* for the above goods manufactured by us.

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

---

*[signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of Kenya School of Law

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

(FULL PARTICULARS) \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized

Signature.....

Name and Title of

Signatory.....

Stamp.....

**SITE VISIT CLEARANCE CERTIFICATE(S)**

This is to certify that  
M/s. \_\_\_\_\_ have  
visited, inspected and verified the scope of works at  
(Name of  
site).....  
.....

**KSL Representative**

Name: \_\_\_\_\_  
\_\_\_\_\_

Sign: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

**Tenderers Representative**

Name: \_\_\_\_\_  
\_\_\_\_\_

Sign: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_