



KENYA SCHOOL OF LAW

REQUEST FOR PROPOSAL

**SUPPLY, DELIVERY INSTALLATION, CONFIGURATION, TESTING AND
COMMISSIONING OF INTERNET SERVICES**

KSL/001/2020-2021

NAME OF FIRM: _____

TELEPHONE NO(S) _____

EMAIL ADDRESS: _____

CLOSING DATE: 27th October 2020 at 12.00 noon

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SECTION I - INVITATION TO TENDER

TENDER REF. NO: RFP/KSL/001/2020-2021

TENDER NAME: Supply, Installation, Testing and Commissioning of Internet Services

The Kenya School of Law is a Postgraduate Training Institution ran under the auspices of the Kenya School of Law Act of 2012 of the Laws of Kenya.

As part of its strategy, the School uses Information and Communication Technology (ICT) to significantly reshape and support new and better ways of conducting business. In order to achieve this, the School intends to deploy an efficient, manageable and cost effective internet service for effective communication. This will enhance service delivery and increase operational efficiency.

The School therefore invites interested, eligible and qualified firms with relevant experience in similar undertakings to submit their bids. The tender documents may be obtained from the office of Supply Chain Management Department (Procurement)

The Kenya School of Law,
Langata South Road,
P.O. Box 30369-00100 Nairobi

Tender documents may be collected upon payment of a non-refundable fee of Kshs 1,000 paid in cash or Banker's Cheque, payable to the Cashier at the Accounts Department. The documents may be viewed and downloaded from the website and www.ksl.ac.ke. Bidders who download the tender document must forward their company details to tender@ksl.ac.ke to facilitate subsequent clarifications.

The tenderers are advised to thoroughly read and understand the tender document before tendering.

For each tender, the bidder shall prepare one (1) original and two (2) copies of the technical and financial proposals which shall be clearly marked **ORIGINAL** and **COPY** as appropriate. The original and copies of the technical proposal shall be sealed in an envelope clearly marked Technical Proposal and the original and copies of the financial proposal shall be sealed in an envelope clearly marked Financial Proposal with a warning, **Do not open together with the technical proposal.**

The envelope containing the financial proposal should have the bidders name and address clearly marked on the outside. Both envelopes shall be placed in an outer envelope and sealed. The outer envelope, bearing no indication of the bidder and clearly marked —**TENDER NO: KSL/001/2020-2021: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF INTERNET SERVICES**” should be deposited in the tender box at the Reception Area Gate C, so as to reach us not later than **27th October, 2020 at 12.00 noon** local time. Interested bidders or their representatives are invited to witness the opening of

the bids, to be held at the Boardroom on the same day at **12.10 p.m.**

All tenders must be accompanied by a bid security of Kshs 86,000/-. The bid security shall be placed in the envelope containing the original technical proposal. Please note that any tender that shall not be accompanied by a bid security in the stated amount and form shall be deemed to be non-responsive and disqualified.

The School may terminate the procurement proceedings prior to entering into a contract and reserves the right to accept or reject any or all tenders, without being bound to give reasons for its decision or incurring any liability. The School is also not obligated to award to the firm that offers the lowest price.

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Kenya School of Law employees, Committee members, Board members and their relative (spouse and children) are not eligible to participate in the tender
- 2.1.3. The price to be charged for the tender document shall not exceed Kshs. 1,000/=Tenderers can also download the tender documents from the school's website free of charge
- 2.1.4. Kenya School of Law (KSL) shall allow the tenderer to review the tender document free of charge before purchase.
- 2.1.5. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and 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.
- 2.2.2 The Kenya School of Law shall allow the tenderer to review the tender document free of charge before purchase

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to Tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal 's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Kenya School of Law in writing or email at the entity 's address indicated in the Invitation for tenders. The Kenya School of Law 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 School. 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 who have received the tender documents.

2.4.2. The Kenya School of Law shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment through the media, or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kenya School of, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya School of Law, shall be written in English language. 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.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Price quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Kenya School Law 's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be Kshs. 86,000.00

2.12.2 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 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Insurance guarantee

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Kenya School of Law as non-responsive, pursuant to paragraph 2.20

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

2.12.6 The successful tenderer 's tender security will be discharged upon the tenderer signing the

contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 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 30 or
(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya School of Law as nonresponsive.

2.13.2 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 2.12 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.

2.14 Format and Signing of Tender

2.14.1 The tenderer 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.

2.14.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 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. 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 to tender and the words:

—DO NOT OPEN BEFORE **27th October 2020 at 12.00 noon**

2.15.2 The Kenya School of Law will assume no responsibility for the tender ‘s misplacement or premature opening.

2.15.3 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.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **27th October 2020 at 12.00 noon**

2.16.2 The School at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with paragraph 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.

2.16.3 Bulky tenders which will not fit in the tender box shall be received at the Director’s Office at the Kenya School of Law, the bidder should make sure he signed as dispatching to the records office at KSL.

2.17 Modification and withdrawal of tenders

2.17.1 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 tender ‘s is received by the Kenya School of Law prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer ‘s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline

for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 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.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 7 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers 'representatives who choose to attend, at the School Board Room on **27th October 2020 at 12.00 noon.** and in the location specified in the invitation to tender. The tenderers 'representatives who are present shall sign a register evidencing their attendance.

2.18.2 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.19 Clarification of tenders

2.19.1 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 shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

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

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Kenya School of Law may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, 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.
- 2.20.5 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 nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

- 2.22.1 The Kenya School of Law will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Kenya School of Law's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Kenya School of Law requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Kenya School of Law have required delivery time will be treated as non-responsive and rejected.

b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Kenya School of Law may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23 Contacting the Kenya School of Law

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Kenya School of Law on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a 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 tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 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.

2.24.2 The determination will take into account the tenderer 's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the School's deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer 's tender, in which event 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

2.24.3 Subject to paragraph 2.29 the Kenya School of Law will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 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 action. If the Kenya School of Law determines that none of the tenderers is responsive; the Kenya School of Law shall notify each tenderer who submitted a tender.

2.24.5 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 Notification of award

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Kenya School of Law pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Kenya School of Law will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12 and also give reason for not being successful.

2.26 Signing of Contract

2.26.1 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 simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) 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.

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.27 or paragraph 2.27.1 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 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;

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

APPENDIX TO SECTION II - 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
Paragraph 2.1	All tenderers who meet requirements as indicated in the tender documents
Paragraph 2.1.1	<i>Tender for Supply, installation, testing & commissioning of Internet Services</i>
Paragraph 2.14	Bidders will be required to submit a declaration statement on corrupt and fraudulent practices
Paragraph 2.9.2	The grand total price should be inclusive of the price of the equipment/software, and all other applicable charges, insurance, transportation, delivery, installation, testing, commissioning, and Maintenance; and all applicable taxes.
Paragraph 2.10.1	All prices shall be quoted in Kenya shillings.
Paragraph 2.12.2	The tender security shall be Kshs. 86,000/-
Paragraph 2.13.1	The tender validity is 120 days from the date of submission of the tenders
Paragraph 2.15.1 (a)	<i>The address of submission of tenders is:</i> The Director/Chief Executive Officer The Kenya School of law P. O. Box 30369 – 00100, NAIROBI.
Paragraph 2.15.1 (b)	27th October, 2020 at 12.00 noon
Paragraph 2.16.1	The address of opening of tenders is: Boardroom The Kenya School of Law Langata South Road, Karen.Nairobi Email: tender@ksl.ac.ke

Paragraph 2.22

Tenders received will be evaluated in five stages as detailed below:

Stage 1. Compliance with mandatory preliminary requirements

Stage 2 Group evaluation on conformity of specifications

Stage 3. The Technical Evaluation (Capacity to Deliver the Service)

Stage 4: The Financial Evaluation (quoted prices)

Stage 5: Overall Ranking using the formula

Stage 1- Preliminary Evaluation

Firms whose bids do not meet the following MANDATORY requirements shall be disqualified at this stage:

No	Requirements	Bidder's Response with evidence reference attached
MR1	Submit the proposal which are signed and stamped. The copies must have a company seal/stamp along with a covering letter. Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this including the attachments	
MR2	Must be registered under the relevant law. Provide documentary evidence of registration and incorporation to be supported by attaching a copy of company's Certificate of Incorporation (Legal structure) from registrar of companies	
MR3	Must submit a valid Tax Compliance Certificate issued by Kenya Revenue Authority (KRA) and PIN for locally incorporated firms, foreign firms should provide similar clearance acceptable to the Kenyan Tax Authorities.	
MR4	Must provide a copy of the current business permit	
MR5	Must have a valid compliance certificate from	

	Communications Authority (CA)	
MR6	Submit a completed company's profile including: <ul style="list-style-type: none"> • Physical location • Age • Total technical and administrative staff 	
MR7	Submit a bid bond/ tender security of a minimum of Ksh 86,000.00 The bid bond should remain valid thirty (30) days beyond the tender validity period. The quotations must remain valid for 120 days from the date of submission of tender.	
MR8	Power of attorney/ Authorization Letter, Giving the name of person who should be signing the Bid, authorizing him to submit/execute this agreement as a binding document	
MR9	Specific experience related to the assignment. Copies of Purchase Orders / Work Order or contract document, and recommendation letters to be furnished by the bidder in compliance of this clause. However, KSL reserves the right to seek additional supporting documents for the above projects. Bidders to provide documentary evidence for the last 5 years and should have provided similar services to not less than 5 clients	
MR10	The Bidder must be in tier 1 or tier 2	
MR11	Provide copies of audited accounts for the company for the last two accounting years, 2018 and 2019 The bidder's annual turnover in the provision of internet services should be at least Ksh5, 000,000 for the last two years (i.e. 2018 & 2019), to be supported by authentic documentary evidence (audited balance sheet) and confirmation regarding turnover. NB: The turnover refers to the company responding to this tender and not the composite turnover of its subsidiaries/sister concerns/techno-commercial collaborators etc.	
MR12	For new equipment bought for the installation Provide a warranty and free maintenance for a period of 12 months	

Stage 2 – Group evaluation on conformity of specifications

The School will check the bidder's level of conformity to specifications as provided in the tender document.

Bidders who do not conform to specifications shall be considered to be non-responsive and their bids shall be rejected at this stage.

Stage 3 – Technical evaluation-80%

This will be done in line with the following broad criteria:

No	Evaluation Attribute	Weighting Score	Score
1.	Technical Specifications <ul style="list-style-type: none">• Provider MUST have adequate redundancy on their Inland Network. Provider should attach documentation and relevant diagrams illustrating this.• Provide a draft SLA that includes - deployment and commissioning, service delivery, incident management, exclusions and guarantee of 99.5 % quarterly network availability.• The provider backbone network MUST be on full redundancy with at least 2 multiple networks e.g. TEAMS, SEACOM, EASSy, etc. Provide evidence documentation with the above eg contracts• The Provider must provide network monitoring tools to be used by Kenya School of Law Infrastructure staff. Both for monitoring and graphing	10 mks 10 marks 10 marks 10 marks	40
2.	Technical staff At least 5 Technical staff with specific qualifications and experience in the specific assignment, They must have certification in networking and cyber security. Proof of adequate establishment including number and profiles of key personnel to undertake the assignment.	0-2 :No marks 2- 3 :5 marks 4- or more :10 marks	10

	(Attach signed CVs and the certificates). The personnel should have extensive theoretical and practical experience which should be backed by evidence of relevant training and proof that they have undertaken similar assignments in the last five years.		
3.	Site visit	Mandatory	5
4.	Firm's delivery and lead time schedule.		10
5	Provide the project plan for the installation of the Internet Link. This should include activities/tasks, timelines and deliverables		15

Only those firms that **score 70% and above** at this stage, shall proceed to the final stage of financial evaluation. Firms that score less than 70% shall be rejected at this stage.

Stage 4 – 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 KSL shall prepare minutes of the public opening.

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.

The tenderers shall complete the financial submission form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed. In the financial evaluation we shall consider:

- Checking whether the quotation is as per requirements in the tender documents
- Checking whether all Taxes have been included

- Check any computational and arithmetical errors and deviations
- Check that the bidder has costed all items as per specifications
- Check currency and exchange rates
- Check unit cost and total cost
- Check the validity of the tender
- Check Terms of payment
- Check any variations in tender prices

Financial Score:

The Financial proposal will be awarded $X=20$ points. Where X is the financial score attained by bidder as per criteria below:

Financial score (X=20%)

Evaluation Attribute	Weighting Score	Score
Mandatory Financial	MR11: Must Fill the Price Schedule in the Format provided	Elimination
	MR12: Dully/fully filled Form of Tender in the Format provided	
FINANCIAL STABILITY (LIQUIDITY) a) Profitability Margin b) Liquidity Ratio Must attach company audited accounts for the last two consecutive years	A margin above 20% will score 5 marks; 10-19 % 4 marks 5- 9% marks 2.5 marks and 1-4% 1.0 mark 2:1 – 5 marks; 1:1 – 4 marks;0.5:1- 3 marks less than 0.5 no mark	5 marks 5 marks
The cost of the financial proposal	Itemized Prices	10 marks
Total		20 marks

Only Bidders who Score 80% of the total 100% (technical 80% plus financials 20%) will be considered for overall ranking.

Stage 5: Overall Ranking of the bidders using the formula

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

$$T_n = (T_b/T_{max}) \times 80/100$$

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

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

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

Final Selection of Bidder will be done based on added individual score achieved by the Bidder in techno-commercial evaluation. The Bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award. 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.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) The contract means the agreement entered into between 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 services mean services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Kenya School of Law under the Contract.
- d) The Kenya School of School means the organization sourcing for the services under this Contract.
- e) The contractor means the individual or firm providing the services under this Contract.
- f) GCC means general conditions of contract contained in this section
- g) SCC means the special conditions of contract
- h) Day means calendar day

3.2 Application

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

3.3 Standards

The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

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 services under the contract or any part thereof.

3.5 Performance Security

- 3.5.1 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 where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 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.
- 3.5.3 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.
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the School.
- 3.5.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The Kenya School of Law or its representative shall have the right to inspect and/or to test the services 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.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Kenya School of Law may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Kenya School of Law.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the Kenya School of Law's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

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

3.10 Termination for Default

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 provide any or all of the services 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Kenya School of Law for any excess costs for such similar services.

3.11 Termination of insolvency

The Kenya School of Law may at the anytime terminate the contract by

giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Kenya School of Law.

3.12 Termination for convenience

3.12.1 The Kenya School of Law by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Kenya School of Law convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Kenya School of Law may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

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.

- a) Information that complements provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract

SECTION V - SPECIAL CONDITIONS OF CONTRACT

- 5.1 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.
- 5.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
Paragraph 3.6	The performance security shall be equal to ten (10%) Percent of the tendered price.
Paragraph 3.8.1	Payments will be made within 30 days from the date of receipt of invoice and after satisfactory delivery of the goods. The schedule of payments will be as agreed between KSL and the tenderer during negotiations.
Paragraph 3.9	The tender price shall remain fixed. There will be no price variations.
Paragraph 3.10	There will be no subcontracts in this contract.
Paragraph 3.14	Any disputes will be resolved through negotiations failure to which the it will be done through the arbitration laws of Kenya
Paragraph 3.17	The applicable law will be interpreted in accordance with the laws of Kenya
Paragraph 3.18	<p>The Address of the Client is:</p> <p>Chief Executive Officer Kenya School of School P. O. Box 30369 – 00100, Karen.Nairobi. Email: tender@ksl.ac.ke</p>

DESCRIPTION OF SERVICES SCHEDULE OF REQUIREMENTS

1. SCOPE OF WORK

Kenya School of Law (KSL) has four hundred (400) Local Area Network (LAN) workstations and servers running on cross platform.

The scope of services includes:

1. To provide Internet Services to the KSL Karen and Town Campus.
2. To provide support for the internet services.
3. Duration of service provision shall be 12 months with possibility of extension subject to satisfactory performance.
4. To provide comprehensive service level agreement (SLA) for this service, it must include the following:-
 - Service delivery timelines.
 - Service availability
 - Network key performance targets
 - Customer service delivery, incident management and support.

Detailed Description of Requirements:-

1. Use the underlying fiber network as the backbone and have redundancy fiber Connectivity to minimize network outages/service interruptions.
2. Internet connectivity with bandwidth capacity of dedicated 200MB Full-duplex i.e. Uplink/Downlink. 150mb for Karen Campus and 50 for Town campus
3. Https for IMAP Access for web-mail access and security for data access and manipulation via the internet VPNs.
4. DNS Hosting
 - a. MX record hosting – Should include SMTP relay with mail scanning and filtering for Spam and Viruses.
 - b. Other DNS records
5. Provide Domain hosting services.

6. Provide protected capacity with in-built fault tolerance.
7. Provide mail services, incoming and outgoing emails as well as recommend/supply a proper mail server
8. Provide Surge protection/UPS backup for all Internet devices.

TECHNICAL REQUIREMENTS

KSL's TECHNICAL SPECIFICATION

Internet services.

1. Internet Connectivity: Establishment of an internet connection at Karen main campus. The connection shall be terminated at the **KSL** main campus router & firewall Capacity
2. The Internet connection should be a dedicated connection of at least 200 Mbps dedicated up/downlink to KSL main campus, and at least 100 Mbps up/downlink MPLS Wide Area Network (WAN) connection to the Nairobi Campus.
3. Medium: The primary Internet connection to xx main campus should be via fiber optic link; A secondary fiber backup link to be terminated at a different PoP from the first fiber is highly recommended.
4. IP Addressing: Provide public IP addresses (IPv4 and IPv6 IP addresses, a minimum, subnet block of /24 Public IPv4s and /48 Ipv6 public address per campus) for the router and servers. This should be provided for both main campus and each of the satellite campuses. The University can request for more IP addresses as required.
5. Latency: Expected average latency should be less than 200ms to the Internet, 4 – 7ms between xx router and the service provider's core router and less than 50ms between main campus router and xx campus routers.
6. Monitoring Tool: The service provider should configure a network Management/monitoring tool for **KSL** to monitor internet bandwidth utilization and link performance at the main campus and **Town** campus offices;
7. Configuration of Routers: The service provider shall avail routers and a firewall for its main campus and **Town** campus offices
8. Routing Protocol: The Supplier will implement BGP routing protocol for the MPLS network Implemented for ease of management.
9. Eduroam: Wi-Fi coverage extension and setting up of **Eduroam**, the secure global roaming Wi-Fi service for academic institutions, as well as implementation of automatic on-boarding of users
10. Cyber Security and Incident Response: Protect the Network against external network threats and cybercrime within reasonable limits.
11. Provide on call support with regards to network and related issues.

12. Provide hosting services for KSL website and sub-sites.
13. Provide Virtual Servers and off site backup.

WAN (Wide Area Network).

14. Establishment of a Wide Area Network (WAN) from KSL main campus to Town campus via the Service Provider backbone (Using MPLS or any relevant technology at the service provider core) Network us network with a minimum connection of 1Mbps/1Mbps
15. VPN (virtual private Network) set up between KSL main campus and Town campus.
16. Establishment of secure vpn services to other external entities such as financial institutions.

TECHNICAL SPECIFICATIONS		
	Kenya School of Law Internet Provision Technical Requirements	
1	Provide Dedicated 300mbp (200 for Karen Campus 100 for Town Campus)	
2	The provider must specify the use of fiber to deliver Internet service at a latency of not more than 200ms. Provide evidence/test environment/link	
3	The provider backbone network MUST be on full redundancy with at least 2 multiple networks e.g. TEAMS, SEACOM, EASSy, etc. Provide evidence documentation with the above eg contracts.	
4	The Provider must provide network monitoring tools to be used by Kenya School of Law Infrastructure staff. Both for monitoring and graphing	
5	Proof of technical competence (Provide relevant academic and/or professional certifications and experience of at least three Engineers/technical personnel) Certifications in networking, cyber security a must.	
6	The Provider must provide for flexibility in bandwidth upgrade/downgrade without affecting the physical infrastructure.	
7	Provide a draft SLA that includes - deployment and commissioning, service delivery, incident management, exclusions and guarantee of 99.5 % quarterly network availability.	
8	Provide the project plan for the installation of the Internet Link. This should include activities/tasks, timelines and deliverables.	
9	Provide THREE customer references for which a similar service is offered.	
10	Provider MUST have adequate redundancy on their Inland Network. Provider should attach documentation and relevant diagrams illustrating this.	

SECTION VIII - STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the Kenya School of Law pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the Kenya School of Law in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the Kenya School of Law and pursuant to the conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.
6. Standard Forms will include:
 1. Form of tender
 2. Price schedules
 3. Contract form
 4. Confidential Questionnaire form
 5. Performance security form
 6. Declaration form

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 document including Addenda Nos. [Insert numbers,] of which is hereby duly acknowledged, we, the undersigned, offer to provide. [Description of services] 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the contract in the form prescribed by (The 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] [In the capacity of]
Duly authorized to sign tender for and on behalf of _____

2. PRICE SCHEDULE OF SERVICES

SERVICES

Item	Description	Unit Cost (Ksh)	Total cost (Ksh)
1			
2			
3			
4			
5			
6			
	16% VAT		
	Total cost		

EQUIPMENT

Item	Description	Unit cost (Ksh)	Total cost (Ksh)
1			
2			
3			
4			
5			
6			
	16% VAT		
	Total cost		

Signature of tenderer

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

(BIDDERS MUST USE THE ABOVE FORMATS TO SUBMIT FINANCIAL BIDS)

1. CONTRACT FORM

THIS AGREEMENT made theday of.....20 between..... [name of procurement entity]of[country of Procurement entity](hereinafter called "the Procuring entity") 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..... [brief description of materials and spares] and has accepted a tender by The tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

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 of this Agreement,
2. ~~and~~ the following documents shall be deemed to form and be read and construed as to of this Agreement,
 - (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 Law's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Kenya School of Law to provide the materials and spares 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 provision of the materials and spares 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 where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered bythe..... (Kenya School of Law) Signed, sealed, delivered by.....the..... (for the tenderer) in the presence of.....

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

<i>Part 1 – General:</i>	
Business Name	
Location of business premises.	
Plot No..... Street/Road	
Postal Address Tel No. Fax E mail	
Nature of Business	
Registration Certificate No.	
Maximum value of business which you can handle at any one time – Kshs.	
Name of your bankers Branch	

	Part 2 (a) – Sole Proprietor		
	Your name in full		Age
	Nationality		Country of origin
	<ul style="list-style-type: none"> • Citizenship details • 		
	Part 2 (b) Partnership		
	Given details of partners as follows:		
	Name	Nationality	Citizenship Details
	Shares		
	1.
	2.

	<p style="text-align: center;">.....</p> <p>3.</p> <p style="text-align: center;">.....</p> <p>4.</p> <p style="text-align: center;">.....</p>																																																
	<p style="text-align: center;">Part 2 (c) – Registered Company</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%; text-align: center;">Name</th> <th style="width: 30%; text-align: center;">Nationality</th> <th style="width: 20%; text-align: center;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>5.</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.			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

3.PERFORMANCE SECURITY FORM

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

WHEREAS..... [name of tenderer]

(here after called "the tenderer") has undertaken, in pursuance of Contract
No.....[reference number of the contract]
dated20 to
supply.....

[Description services](Hereinafter called "the contract")

AND WHERE AS 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 WHERE AS 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 figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

4.LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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

5.8.9 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*The Kenya School of Law*)

Request for review of the decision of the..... (*Name of the The Kenya School of Law*) of
.....dated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax
No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review
Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary

6. 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: _____