



KENYA SCHOOL OF LAW

**TENDER FOR SUPPLY & DELIVERY OF BOWSER CLEAN WATER 10,000
LITRES AT KENYA SCHOOL OF LAW**

KSL/004/2020-2021

NAME OF FIRM: _____

POSTAL ADDRESS: _____

TELEPHONE NO(S): _____

EMAIL ADDRESS: _____

TABLE OF CONTENTS

SECTION I INVITATION FOR TENDER.....

SECTION II INSTRUCTIONS TO TENDERERS.....
APPENDIX TO INSTRUCTIONS TO TENDERERS

SECTION III GENERAL CONDITIONS OF CONTRACT.....

SECTION IV SPECIAL COND1TIONS OF CONTRACT.....

SECTION V SCHEDULE OF REQUIREMENTS.....

SECTION VI STANDARD FORMS.....
1. FORM OF TENDER.....
2. CONFIDENTIAL BUSINESS QUESTIONNAIRES.....
3. TENDER SECURITY FORM.....
4. CONTRACT FORM.....
5. PERFORMANCE SECURITY FORM.....

SECTION VII ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

SECTION I: INVITATION FOR TENDERS

DATE: November 2020

TENDER REF. NO: KSL/004/2020-2021

TENDER NAME: SUPPLY \$ DELIVERY OF BOWSER WATER AT KENYA SCHOOL OF LAW

- 1.1 KENYA SCHOOL OF LAW herein after referred to as “the school” invites sealed tenders from eligible candidates for the **supply \$ delivery of bowser at Kenya School of Law.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Kenya School of Law’s Supply Chain Management Office at Karen Campus)** during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates from the Supply Chain Management office located at Karen campus upon payment of a non-refundable fee of **(Ksh.1,000/=)** payable through paybill No.834222 account No.LB09 **(Cash Office)** or downloaded free of charge from the School’s website: www.ksl.ac.ke and the Public Procurement Information Portal at <https://tenders.go.ke> . All the candidates who download the tender document must register with the Supply Chain Office by sending an e-mail to tenders@ksl.ac.ke
- 1.4 Prices quoted should be inclusive of **all taxes**, and **delivery costs**, must be in Kenya Shillings and shall remain valid for **90** days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (The reception) or be addressed to:

The Director/CEO
KENYA SCHOOL OF LAW (KSL)
Langata South Road- Karen
P.O. Box 30369-00100, Nairobi

Completed documents shall be deposited in the Tender box located at the reception area, so as to be received on or before **10.30 am on Wednesday 25th November 2020**

- 1.6 Tenders will be opened immediately thereafter in the presence of the candidate’s representatives who choose to attend at the School’s Board Room.

DIRECTOR/ CHIEF EXECUTIVE
KENYA SCHOOL OF LAW

SECTION II: – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.	Page
2.1 Eligible Tenderers	
2.2 Cost of tendering	
2.3 Contents of tender documents	
2.4 Clarification of Tender documents	
2.5 Amendment of tender documents	
2.6 Language of tenders	
2.7 Documents comprising the tender	
2.8 Form of tender	
2.9 Tender prices	
2.10 Tender currencies	
2.11 Tenderers eligibility and qualifications	
2.12 Tender security	
2.13 Validity of tenders	
2.14 Format and signing of tenders	
2.15 Sealing and marking of tenders	
2.16 Deadline for submission of tenders	
2.17 Modification and withdrawal of tenders	
2.18 Opening of tenders	
2.19 Clarification of tenders	
2.20 Preliminary Examination	
2.21 Conversion to other currencies	
2.22 Evaluation and comparison of tenders	
2.23 Contacting KENYA SCHOOL OF LAW... ..	
2.24 Award of Criteria	
(a) Post-qualification	
(b) Award criteria	
(c) The Institution’s right to vary quantities	
(d) The Institution’s right to accept or reject any or all tenders	
2.25 Notification of award	
2.26 Signing of Contract	
2.27 Performance security	
2.28 Corrupt or fraudulent practices	

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 School's, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 school to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- 2.1.5. A site visit is **mandatory** during official working hours and the tenderer is advised to visit and examine the site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender. The costs of visiting the sites shall be the tenderers own responsibility. An KSL representative will be available to meet the intending tenderers at the site. Tenderers must provide their own transport.

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 Institution, 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 price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 The school 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 5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Details of service and Schedule of Requirements
- v) Form of tender
- vi) Price schedules
- vii) Contract form
- viii) Confidential business questionnaire form
- ix) Tender Securing Declaration form
- x) Performance security 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 school in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The school will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the school. Written copies of the school's 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 school's 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

2.5 AMENDMENT OF DOCUMENTS

2.5.1. At any time prior to the deadline for submission of tenders, the school, 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 by post or email and such amendment will be binding on them.

2.5.3. To allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, The Institution, 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 Institution, 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 Prices 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 2.9.4

- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the Institution 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 Institution'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 in the amount of **Ksh. 63,000.** valid for 90 days
- 2.12.3 The tender security is required to protect the KENYA SCHOOL OF LAW (KSL) against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 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) Such insurance guarantee approved by the Authority.
 - d) Letter of credit

- 2.12.5 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.
- 2.12.6 Unsuccessful tenderer's tender 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.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the institution with the performance security.
- 2.12.8 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 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 **90** days or as specified in the invitation to tender after date of tender opening prescribed by the school, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the school as non-responsive.
- 2.13.2 In exceptional circumstances, the Institution 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 un-amended 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 school’s 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 (day, date and time of closing),”**

2.15.2 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”. —

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KENYA SCHOOL OF LAW will assume no responsibility for the tender’s misplacement or premature opening.

2.16 DEADLINE FOR SUBMISSION OF TENDERS

2.16.1 Tenders must be received by KENYA SCHOOL OF LAW at the address specified under paragraph 2.15.2 not later than **10.30 am on wednesday 25th November 2020**

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

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Directors office of Kenya school of law as provided for in the appendix.

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 Institution 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 be sent via email 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 school 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 school 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.

2.18 OPENING OF TENDERS

2.18.1 Kenya School of Law will open all tenders in the presence of tenderers' representatives who choose to attend on **Wednesday 25th November 2020 at 10.30 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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 School, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The School will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 CLARIFICATION OF TENDERS

2.19.1 To assist in the examination, evaluation, and comparison of tenders the School 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 its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 PRELIMINARY EXAMINATION AND RESPONSIVENESS

2.20.1 The School 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 School 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 Institution 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 Institution'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 Institution 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 Institution 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 Institution 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 School'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 School 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 School's 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 Procuring entity 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 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 procuring entity 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 School 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 School' 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 tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the School 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.1 The Institution 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.

2.24.2 The School 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 School's action. If The School determines that none of the tenderers is responsive; The School shall notify each tenderer who submitted a 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.

c) Kenya School of law Right to Vary quantities

2.24.4 The School reserves the right at the time of contract award to increase or decrease the quantity of services 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

2.24.5 The School 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 Institution's action.

2.25 NOTIFICATION OF AWARD

2.25.1 Prior to the expiration of the period of tender validity, The School 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 – **Kenya School of Law**. 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 2.27, the school will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 SIGNING OF CONTRACT

2.26.1 At the same time as the School notifies the successful tenderer that its tender has been accepted, The School 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 Institution.

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 **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 School.

2.27.2 Failure of the successful tenderer to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The Institution may make the award to the next lowest evaluated tenderer or call for fresh tenders.

2.28 CORRUPT OR FRAUDULENT PRACTICES

2.28.1 Kenya School of Law. 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 School 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 indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO SECTION II - INSTRUCTIONS TO BIDDERS

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 CONSULTANTS
Paragraph 1.5	<p><i>The address of submission of tenders is:</i></p> <p style="text-align: center;">The Director KENYA SCHOOL OF LAW (KSL) P.O. Box 30369-00100, Nairobi.</p>
Paragraph 1.5	Wednesday 25th November 2020 at 10.30am
Paragraph 1.5	<i>Bulky tenders which will not fit in the tender box shall be delivered and deposited in the address given where the deliverer shall sign in a register.</i>
Paragraph 2.92	<i>The grand total price should be inclusive of taxes and any other costs associated with the tender.</i>
Paragraph 2.10	<i>All prices shall be quoted in Kenya shillings or conversion of a single currency will apply</i>
Paragraph 2.11	<i>All tenderers who meet requirements as indicated in the tender document</i>
Paragraph 2.11	<i>The tenderers shall complete the Technical Proposal as instructed.</i>
Paragraph 2.12	<i>The tender security shall be equal to Kshs. 63,000.00 valid for 90 days after tender opening</i>
Paragraph 2.15	<i>The tenderer shall prepare "ONE ORIGINAL" and "ONE COPY". Both the original and copy tender documents shall be put in one outer envelope which shall bear the name and tender number of the tender</i>

	<i>The tenderers shall complete the Financial Submission Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.</i>
	<i>Award will be made to the bidder who with the highest combined technical and financial score.</i>
	<i>Bidders to submit declaration statement on corrupt and fraudulent practices attached</i>

EVALUATION CRITERIA

The evaluation of the tenders shall be carried out through the following stages:

Area	Sub-area	Rating/Scores
Preliminary evaluation	Compliance evaluation	Elimination
Technical Evaluation (80%)	Technical Proposal	80
Financial (20%)	Financial proposal	20
Total		100

a) Mandatory requirements will determine the satisfactory responsiveness of a tenderer, failure to meet any of these set requirements as noted hereunder will render a tender non-responsive and will automatically be disqualified and will not to proceed for Technical Evaluation.

b) Only firms who will attain an overall score of 70% in the technical evaluation will have their financial proposal evaluated.

STAGE 1- PRELIMINARY (MANDATORY) EVALUATION

The following mandatory requirements must be met notwithstanding other requirements in the documents:

No	Requirements	Yes/ No
1	Certificate of Incorporation/ registration	
2	Tax compliance certificate	
3	Valid Business permit	
4	CR-12 for limited company/ ID for sole proprietors	
5	Must submit dully filled, signed and stamped price schedule and form of tender	
6.	Must submit a dully filled up signed and stamped confidential business questionnaire form	
7.	Site visit certificate filled and signed by KSL representative	
8.	Copy of county license for water supply	
9.	Must sequentially serialize and initialize every page of the submitted bid document failure shall lead to automatic disqualification.(from the 1 st page to the last page including the issued tender document and the suppliers attachments)	

STAGE 2 - TECHNICAL EVALUATION

The evaluation committee shall evaluate the Technical proposal on the basis of their responsiveness to the technical evaluation criteria.

Each responsive tender will be given a technical score (St). Only Tenderers who score 70% and above will be considered to be technically responsive and therefore shall qualify for the final stage of the financial evaluation. A tender shall be rejected if it fails to achieve the minimum technical score

The technical evaluation shall be based on the criteria as indicated below:

No	Requirements	Marks
1	Evidence of execution of similar works (attach at-least four L.P.O.,L.S.O. or contract)	20
2	Recommendation from 3 clients for supply of bowser water 10,000 litres capacity	30
3	Motor vehicle logbooks clear showing right ownership/lease	10
4	Certificate of water handlers from county government (health certificate)	10
5	Copy of water analysis lab test done from KEBS	10
	TOTAL	80%

STAGE 3 - FINANCIAL EVALUATION CRITERIA

The financial bid of fees, costs and of expenses will be evaluated as follows: -

Financial score (FS) = $100 \times \text{FM}/\text{F}$

- ✓ FM is the lowest fees/price quoted and
- ✓ F is the fees of the proposal under consideration

NB: the lowest price quoted will be allocated the maximum score of 20%

STAGE 4 – OVERALL TOTAL COMBINED SCORE

The tenders will be ranked according to their combined technical score (ts) and financial score (fs) using the weights as follows: -

- ✓ **Technical score weight (T) = 80%**
- ✓ **Financial Score weight (p) = 20%**

$$S = \text{TS} + \text{FS}$$

Where:

S, is the total combined scores of technical and financial scores

TS is the technical score

FS is the financial score

T is the weight given to the technical proposal and
P is the weight given to the financial proposal

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITION OF TERMS

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

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

3.2 APPLICATION

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

3.3 STANDARDS

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

3.4: USE OF CONTRACT DOCUMENTS AND INFORMATION

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

3.4.2 The Contractor shall not, without The School's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of **Kenya School of Law**, and shall be returned (all copies) to The School on completion of the contract's or performance under the Contract if so required by the School.

3.5 PATENT RIGHTS

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

3.6 PERFORMANCE SECURITY

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

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the School and shall be in the form of a bank guarantee.

3.6.4 The performance security will be discharged by the School 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.

3.7 INSPECTIONS AND TESTS

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

- 3.7.2 The inspections and tests may be conducted on the premises of the 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 School.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the school 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 school.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 PAYMENT

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

3.9 PRICES

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

3.10 ASSIGNMENT

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

3.10 TERMINATION FOR DEFAULT

The school 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 school.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the school has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event that the school 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 Institution for any excess costs for such similar services.

3.12 TERMINATION OF INSOLVENCY

The school 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 Institution.

3.13 TERMINATION FOR CONVENIENCE

3.13.1 The school, 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 Institution's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the school may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 RESOLUTION OF DISPUTES

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

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

3.15 GOVERNING LANGUAGE

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

3.16 FORCE MAJEURE

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

3.17 APPLICABLE LAW.

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

3.18 NOTICES

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or 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

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.8: Payment	Within 30 days on receipt of invoice
3.14: Resolution of Disputes	Arbitration to be considered before litigation
3.17: Applicable Law	Laws of Kenya
3.18: Notices	KENYA SCHOOL OF LAW. P.O. Box 30369 – 00100 Nairobi. TELEPHONE: 020/2699581/2/3/4/5/6 Website: www.ksl.ac.ke EMAIL: lawschool@ksl.ac.ke
Others as necessary	Prices quoted must be inclusive of VAT

SEC V: SCHEDULE OF REQUIREMENTS

1.SCOPE OF WORK

KSL intends to enter into a contract with a service provider who is able to supply clean bowser water 10,000 litres to the following location: -

Water delivery point at Kenya School of Law Karen campus, Gate A and C

2. SCOPE OF WORK-SPECIFICATION BACKGROUND

The Kenya School of Law will be placing a request for supply of 10,000 litres bowsers from time to time as and when required based on the need. The following are the requirements to ensure smooth supply of water to avoid wastage or spillages.

- Delivery Hose pipe of at least 70metres for connecting to the main tank.
- Signing of gate pass books always during water delivery.
- Security guards will be checking the level of water at the point of entry and exit
- Capacity of water tank on the truck used should be 10,000 litres.
- Drivers to adhere to rules during delivery and offloading.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Bank guarantee for advance payment

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 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 procuring entity pursuant to instructions to tenderers
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modifies accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the

procuring entity 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 procuring entity 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.

1. FORM OF TENDER

TO,

Kenya School of law
P.O. Box 30369 – 00100
Nairobi

DATE:

RE: Tender No: **KSL/004/2020-2021**

Tender Name: Supply of bowser clean water in 10,000 litres tank

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to Supply of bowser water in 10,000 litres tank to Kenya School of Law under this tender in conformity with the said Tender document for the Monthly Sum of Kshs:[Total Tender amount in ords].....

..... 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 Supply of bowser water in 10,000 litres tank in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of **one Year** upon satisfactory performance 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.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both 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 and on behalf of..... (Stamp)

2. CONTRACT FORM

THIS AGREEMENT made the..... day of..... 20.....
Between [KENYA SCHOOL OF LAW] of Kenya (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 KENYA SCHOOL OF LAW invited tenders for the Supply of bowser water in 10,000 litres tank
and has accepted a tender by the tenderer for the supply of the services in the sum of
Ksh.....[contract price in words in figures] (hereinafter called “the
Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of providing the services
 - (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 Institution to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the sanitary disposal services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services 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 (KENYA SCHOOL OF LAW)

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

3. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business

You are advised that it is a serious offence to give false information on this Form.

Part 1: General:

Business Name

Location of business premises

Plot No.

Street/Road

Postal Address

Office Tel. No.

Mobile:.....

Fax No:.....

Email Address:.....

Nature of business:.....

Registration Certificate No.

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

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.. ..
Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer
.....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

4. TENDER SECURITY FORM

Whereas[name of the tenderer]
(hereinafter called "the tenderer")has submitted its tender dated.....[date of
submission of tender] for the provision of
[name and/or description of the services]
(hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at
[name of procuring entity](hereinafter called "the Bank")are bound unto.....
[name of procuring entity] (hereinafter called "the procuring entity") in the sum of

for which payment well and truly to be made to the said Procuring entity, 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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 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)

5. PERFORMANCE SECURITY FORM

To: [name of the

Procuring entity]

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

services](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 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)

6. LETTER OF OFFER 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

7. ANTI-CORRUPTION DECLARATION COMITMENT/ 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.....

SECTION VII: 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.....

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*) ofdated 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.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary

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: _____