



KENYA SCHOOL OF LAW

ADDENDUM NO. 1

TENDER REF NO. KSL/001T/2021-2022

10th November, 2021

SUPPLY AND DELIVERY OF LIBRARY BOOKS (PRINT INFORMATION MATERIALS:

CLARIFICATION OF AMMENDMENTS TO TENDERERS	
SECTION	DESCRIPTION
SECTION VII	SPECIAL CONDITIONS OF CONTRACT

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics].

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: THE KENYA SCHOOL OF LAW
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: KAREN LANGATA SOUTH ROAD
GCC 4.2 (a)	NOT APPLICABLE
GCC 4.2 (b)	NOT APPLICABLE
GCC 5.1	The language is: ENGLISH
GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: Director / Chief Executive Officer, The Kenya School Law Postal address P.O. BOX 30369-00100, Nairobi Physical Address (full Location Address- Karen, Langata South Road) Telephone: 0202699581/2/3/4 Electronic mail address: lawschool@ksl.ac.ke
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(a) Contract with foreign Supplier: <i>For contracts entered into with foreign suppliers, International commercial arbitration shall be applied. Among the rules to govern the arbitration proceedings, the Procuring Entity may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><i>If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted: NOT APPLICABLE</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. <i>If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted: NOT APPLICABLE</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><i>If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.NOT APPLICABLE</p> <p><i>If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.NOT APPLICABLE</p> <p>(b) Contracts with Supplier national of Kenya: In the case of a dispute between the Procuring Entity and a Supplier who is a national of Kenya, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.</p>
GCC 13.1	. NOT APPLICABLE
GCC 15.1	The prices charged for the Goods supplied and the related Services performed “ <i>shall not,</i> ” be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment: NOT APPLICABLE
GCC 16.1	NOT APPLICABLE
GCC 16.5	NOT APPLICABLE
GCC 18.1	A Performance Security <i>shall not be required</i> <i>[If a Performance Security is required, insert “the amount of the Performance Security shall be:</i> <i>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i> NOT APPLICABLE

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 18.3	If required, the Performance Security shall be in the form of a Performance Bond If required, the Performance security shall be denominated in Kenya Shillings NOT APPLICABLE
GCC 18.4	Discharge of the Performance Security shall take place: <i>[insert date if different from the one indicated in sub clause GCC 18.4]</i> NOT APPLICABLE
GCC 19.1	The copyright of the manuscript and artwork shall remain vested in <i>[insert name of person whom the copyright shall remain vested in]</i> . NOT APPLICABLE
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>[comply strictly with such special requirements insert in detail the type of packing required, the markings in the packing and all documentation required]</i> NOT APPLICABLE
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: <i>The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery insert specific insurance provisions agreed upon, including coverage, currency and amount]</i> - NOT APPLICABLE
GCC 25.1	NOT APPLICABLE “ <i>The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Kenya, defined as the Project Site, transport to such place of destination in Kenya, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price</i> ”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier
GCC 26.1	The inspections and tests shall be: The procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes. NOT APPLICABLE
GCC 26.2	The Inspections and tests shall be conducted at: NOT APPLICABLE
GCC 27.1	The liquidated damage shall be: <i>[liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract. insert number] % per week</i> NOT APPLICABLE
GCC 27.1	The maximum amount of liquidated damages shall be: NOT APPLICABLE
GCC 28.3	The period of validity of the Warranty shall be: 1 year warranty of the goods from the date of acceptance by the school
GCC 28.5	The period for repair or replacement shall be: <i>[insert number(s)]</i> days. NOT APPLICABLE
GCC 33.4	<i>[Value engineering may be included if it has been specified]</i> Value Engineering: The Supplier may, at any time, submit to the Procuring Entity a written value engineering proposal that seeks to yield any benefits to the Procuring Entity, without sacrificing the necessary functions or quality of the Goods or Related Services. The value engineering proposal shall be prepared at the cost of the Supplier. If the value engineering proposal is approved by the Procuring Entity and results in a reduction of the Contract Price, the amount to be paid to the Supplier shall be a percentage _____ <i>[insert appropriate percentage. The percentage is normally up to 50%]</i> of the amount of the reduction in the Contract Price. NOT APPLICABLE

The addendum & clarification form part of the bidding document and is binding on all bidders. All other terms and conditions of the tender remain the same.



Dr. Henry K. Mutai

DIRECTOR/CHIEF EXECUTIVE OFFICER

11/11/2021