



kenya national
library service

Kenya National Library Service Tender No. KNL/HQ/T002/2015-2016



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TENDER DOCUMENT

FOR

PROVISION OF INTERNET SERVICES

TENDER NUMBER: KNL/HQ/T002/2015-2016

(MAY 2016)

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TENDER NOTICE

PROVISION OF INTERNET SERVICES

TENDER NUMBER: KNL/HQ/T002/2015-2016

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

Kenya National Library invites sealed tenders from eligible, qualified and competent firms for the **Provision of Internet Services** as per specifications detailed in the tender documents.

Interested firms should obtain the Tender documents from the **Supply Chain Department on 3rd floor, Mumias Road/Oldonyo Sabuk Road Junction, Buruburu- Nairobi** upon payment of a non-refundable fee of Kshs. **1,000.00** either in cash or bankers cheque or downloaded free of charge from Kenya National Library Service website : www.knls.ac.ke or IFMIS website-Treasury portal www.supplier.treasury.go.ke. Bidders who download the tender document are advised to sign a tender register at Supply Chain Department 3rd floor, **Mumias Road/Oldonyo Sabuk Road Junction, Buruburu- Nairobi** or email their contact address using the email: janet.rotich@knls.ac.ke before the tender closing date.

Tender documents shall be accompanied by the following **statutory/mandatory** requirements for preliminary evaluation: -

1. Certificate of Company/Firm registration
2. Valid Tax compliance Certificate
3. Details of Directorship/Ownership with respective shareholding and details of citizenship
4. Provision of audited financial statements/accounts for the last two years falling within 2013 and 2016
5. Provide **Tender Security of Kshs. 50,000.00** valid for **90 days** in the format provided in this tender document.
6. Attach copies of license to operate as an Internet Service Provider (**ISP**) **ISSUED BY CAK**
7. Proven Physical Location and Address of the firm
8. Statement of verification that the Firm is not debarred in the Matter of Public Procurement and Asset Disposal Act 2015.

Kenya National Library Service Tender No. KNL/HQ/T002/2015-2016

Completed tender documents in plain sealed outer envelope enclosing separately sealed envelopes (in “**original**” and “**copy**”) all clearly marked **knls Tender No: KNL/HQ/T002/2015-2016: Provision of Internet Services** as per instructions in the tender documents and addressed to:-

**The
Director
Kenya National Library Service
P.O. Box 30573 - 00100
NAIROBI**

Tender Documents should be deposited in the Tender Box on 3rd Floor, and be deposited in the Tender Box situated on the 3rd floor, ,**Mumias Road/Oldonyo Sabuk Road Junction, Buruburu, Nairobi, on or before 11.00 a.m. local time on Friday 27th May, 2016.** Tender documents will be opened immediately thereafter at the Conference Room on 2nd floor, Director’s Wing Mumias Road/Oldonyo Sabuk Road Junction, Buruburu, Nairobi in the presence of Bidders representatives who choose to attend.

Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings, and shall remain valid for 90 days from the closing date of the tender.

INTRODUCTION

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

Kenya National Library Service is looking to evaluate and select a supplier for **Provision of Internet Services**

This document constitutes a formal tender request for the **Provision of Internet Services**

Should any query be raised concerning a matter of principle, Kenya National Library Service will clarify this with all vendors at the earliest opportunity.

Contact details

All enquiries and correspondence regarding the tender should be addressed through letter or email to:

Director

Kenya National Library Service

P.O. Box 30573 -00100

NAIROBI

Tel: +252 20 2725550/1

Email: knls@knls.ac.ke

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. Knls employees, 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 Knls 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.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Knls, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Kshs.1,000/= or downloaded free from knls website or treasury supplier portal

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) 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 Knls in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Knls 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 Knls. 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. Knls 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, Knls, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax 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, Knls, 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 Knls, 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 8, 9 and 10 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
- e. Declaration form

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. At 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 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 Knls within 90 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 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 Knls 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 Kshs. 50,000.00 from a reputable financial institution or dully filled declaration form for the reserved group.

2.12.2 The tender security/declaration form is required to protect Knls 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 Kenya Shillings or in another freely convertible currency, and shall be in the form of a knls guarantee or a knls draft issued by a reputable knls located in Kenya, in the form provided in the tender documents or any other form acceptable to Knls and valid for thirty (30) days **beyond** the validity date of the tender.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1, 2.12.2 and 2.12.3 will be rejected by Knls as non-responsive, pursuant to paragraph 2.20

- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Knls.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by Knls on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.26
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.27.
 - (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 after date of tender opening** prescribed by Knls, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Knls as non-responsive.
- 2.13.2 In exceptional circumstances, Knls 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 each'** of the **'technical proposal'** and **'financial proposal'**, **properly bound** and clearly marking each **"ORIGINAL FINANCIAL PROPOSAL"**, **"ORIGINAL TECHNICAL PROPOSAL"** and **"COPY OF FINANCIAL PROPOSAL AND COPY OF TECHNICAL PROPOSAL,"** 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 initialled 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 initialled 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.

2.15.2 The inner and outer envelopes shall:

(a) Be addressed to Knls at the address given in the invitation to tender

(b) Bear, **Tender No. KNL/HQ/T002/2015-2016– Tender for Provision of Internet Services** and the words: “**DO NOT OPEN BEFORE *Friday 27th May, 2016 at 11.00a.m local time.***”

2.15.3 **The inner envelopes only shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late” and also to enable the financial proposals to be returned unopened where the tenderer does not qualify for financial evaluation after technical evaluation.**

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Knls 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 Knls at the address specified under paragraph 2.15.2 no later than ***Friday 27th May, 2016 at 11.00a.m local time.***”

2.16.2 Knls 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 Knls 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 Knls 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 Knls 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 not 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 Knls may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 Knls 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 Knls will open all tenders in the presence of tenderers' representatives who choose to attend after **27th May, 2016 at 11.00a.m local time.** 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 Knls, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 Knls will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and who will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders Knls 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 Knls in 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 Knls 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 Knls 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 2.22, Knls 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. Knls 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 Knls 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, Knls will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Kenya National Library Service Knls of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 Knls will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to Evaluation Criteria spelt out in the tender documents in the Special Conditions of Contract.

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 Knls 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 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

Knls 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 Knls'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. Knls 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, knlsrupt 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 Knls**

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact Knls 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 Knls 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 Knls 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, as well as such other information as Knls 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 Knls 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 2.26 Knls 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 Knls 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 Knls's action. If Knls determines that none of the tenderers is responsive; Knls 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 Procuring entity 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 Knls pursuant to clause 2.26. 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, Knls 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 Knls notifies the successful tenderer that its tender has been accepted, Knls will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Knls.

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 Knls, 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 Knls.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Knls may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 Knls 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 Knls 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 INSTRUCTIONS TO TENDERER'S

The following information for the **Provision of Internet Services** shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions 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.

1. APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers.

Wherever there is a conflict between the provisions 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	Particulars of appendix to Instructions to Tenderers
2.1.1	(i). Eligible Tenderers shall be firms that are dealing in provision of internet services
2.2.2	The price to be charged for hard copy tender document shall be Kshs.1,000.00 and free for downloading from the websites.
2.4.1	Clarification may be sought 7 days before deadline for submission of tenders.
2.7	The tender prepared by the tenderer shall comprise in addition to documents specified under clause 2.7 all other documents described in clause 2.3.1 of this tender document and any other document required in determining qualification of the tenderer.
2.9.2	Price quoted shall be net inclusive of VAT(16%) and all other taxes payable
2.10	Prices shall be quoted in Kenya Shillings
2.11.1	Proof of eligibility and qualifications documents of evidence required (See qualification criteria below).
2.12.2	Tenders must be accompanied by a Tender Security of Kshs. 50,000.00, valid for 90 days
2.13.1	The validity period of the Tender shall be 90 days from the closing date of Tenders.
2.14.1	Bidders to submit one original hard and one copy
1.16.1	Closing date of the Tender shall be 27th May, 2016 at 11:00 am

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2.27	Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security equal to 10% of the contract amount valid for the period of the contract
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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 Knls 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 Knls under the Contract.
- d) “The Procuring entity” means Knls, 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

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

3.5 Patent

Right's

The tenderer shall indemnify Knls 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

Within twenty eight (28) days of receipt of the notification of Contract award, the

successful tenderer shall furnish to Knls 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 Knls 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 Knls and shall be in the form of:

- a) Cash.
- b) A knls guarantee.
- c) Letter of credit.
- d) Or any other acceptable form

3.6.4 The performance security will be discharged by Knls 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 Knls or its representative shall have the right to inspect and/or to test the goods and services to confirm their conformity to the Contract specifications. Knls 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 Knls.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, Knls 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 Knls.

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 Special Conditions of Contract, vary from the prices by the tenderer in its tender or in Knls 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 Knls's prior written consent.

3.11 **Termination for Default**

Knls 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 goods and services within the period(s) specified in the Contract, or within any extension thereof granted by Knls.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of Knls has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 **Termination of insolvency**

Knls may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes knls disrupt 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 Knls.

3.13 Termination for convenience

3.13.1 Knls 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 Knls 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 Knls may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

Knls 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 it's 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 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.

4. 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
3.1 (b)	The contract price will be in Kenya Shillings.
3.1 (C)	The Services to be provided is Provision of Internet Services
3.1 (d)	The procuring entity is Kenya National Library Service, P. O. Box 30573 – 00100, Nairobi
3.6	The successful tenderer shall furnish to the Procuring entity the performance security equivalent to 10% of the contract sum.
3.7	The supervisor of the service under the contract is the Principal ICT Officer
3.8	Payment will be made after the installation and testing of the internet and upon submission of invoice and satisfied certificate of Services issued by ICT department.
3.9	No price adjustments will be allowed unless under exceptional circumstances and upon approval by knls
3.13.1	Termination of the contract shall be done by either party giving the other a one month notice or due to a force majeure.
3.14	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to an Arbitrator or to a court of law
3.17	The laws of Kenya shall apply
3.18	The address to be used for purposes of notices will be: The Director ,Kenya National Library Service,P.O. Box 30573 - 00100 Email: director@knls.ac.ke

2. Other Requirements

1. Knls will expect the highest quality of services. Therefore, services below the expected standards will not be accepted.
2. The Tenderer shall include all preliminaries e.g. insurance, security etc in the priced items. A separate claim for preliminaries will not be honored.
3. Payment for the services will be made upon certified completion. No claim for advance payment will be allowed.
4. The service provider will be required to maintain a high standard of cleanliness and housekeeping at the site.
5. Security of the Knls property within the area of work will be the responsibility of the service provider.
6. Working hours shall be Monday to Friday from 8.00am to 5.00pm except Public Holidays. Working outside these hours will be allowed only with the express authority of the Deputy Director, Finance and Administration.
7. The sites for the works are inside quiet office Buildings. The successful Tenderer will at all times make sure that the client's operations and those users of the premises are NOT subjected to undue inconvenience throughout the entire contract period.
8. **Penalty for non-performance**
In the event of non-performance of the service provider, the Knls will give the service provider a one month notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to show improvement in his/her performance during the one month notice then the Knls will terminate the contract and call up the Knls Guarantee provided by the service provider.

- 4.1 Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract, (GCC), wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.1.1 **Conditions for award:** - A tenderer shall be deemed to be the winning bidder if it emerged to be the lowest evaluated bidder.
- 4.1.2 Bidders shall be required to fill a delivery date schedule for the renewal and training

	ITEM DESCRIPTION	PROPOSED DELIVERY DATE
1.		
2.		
3.		
4.		
5.		

- 4.1.3 Delays in delivery and implementation of the mentioned services beyond the proposed delivery date or within the specified period in the contract, the procuring entity shall without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to a minimum of 2% of the delivery price of the delayed goods/services up to a maximum deduction of 10% of the delayed goods. After this the supplier may consider termination of the contract.
- 4.1.4 Bidders shall be required to indicate their total bid price (inclusive of all duties and taxes) in the Form of Tender. **The form of tender shall ONLY be binding if it is duly filled, signed and stamped**, otherwise it shall be rejected.
- 4.1.5 The final bid price contained in the Form of Tender shall be inclusive of all costs, duties and taxes associated with the Supply, Installation and Commissioning of the proposed software, user training and project team costs and associated system and maintenance support for the software.
- 4.1.6 **The successful bidder shall provide details, CVs and Certificates of the proposed project personnel and technical support team and 24 hour contact persons responsible for the Kenya National Library Service project.**
- 4.1.7 The successful bidder shall provide 24 hour technical support to the various users and propose a project team from Knls for the entire project.
- 4.1.8 A detailed breakdown of all costs of the proposed knls Microsoft IT Academy shall be provided. Payment shall be made after the performance of the contract which shall include Supply, Delivery, Installation and Commissioning of Library Information System.

4.1.9 **Payments shall be made after fulfilling the contractual obligations has been performed satisfactorily.**

4.1.10 Prices charged by the supplier for the project performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the supplier in its bid.

4.1.11 **Subcontracts:** the supplier shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the Contract.

4.1.12 **Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, terminate this Contract in whole or in part:

- (a) if the supplier fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) if the supplier fails to perform any other obligation(s) under the Contract
- (c) if the supplier, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable to the Procuring entity for any excess costs for such similar Goods.

4.1.13 Bidders shall be required to declare that they are not debarred from participating in public procurement by signing the form of statement of debarment in the tender documents.

4.2 Tendering Notes

4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform The Authority at once and have the same rectified.

4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform The Authority in order that the correct meaning may be decided upon before the date for submission of the tender.

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- 4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the tenderers tender due to mistakes which should have been rectified in the manner described above.
- 4.2.4 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

CONTD - SECTION IV – SPECIAL CONDITIONS OF CONTRACT

1. EVALUATION CRITERIA

Evaluation will be carried out through five stages as follows:

Stage 1: Compliance with the Mandatory Requirements

Stage 2: Technical Evaluation on specification

Stage 3: Technical Evaluation on capacity to deliver the contract

Stage 4: The Financial Evaluation

Stage 5: Recommendation

1. Stage 1: Compliance with the Mandatory Requirements (MR)

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

No	Requirements	COMPLIANCE
MR 1	Provision of documentary evidence of the company's certificate of incorporation	
MR 2	Provision of a copy of the company's valid tax compliance certificate issued by Kenya Revenue Authority	
MR 3	Provision of audited financial statements/accounts for the last two years falling within 2013 and 2016	
MR 4	Provide Tender Security of Kshs. 50,000.00 valid for 90 days in the format provided in this tender document.	
MR 5	Attach copies of license to operate as an Internet Service Provider (ISP) ISSUED BY CAK	

2. Stage 2: Technical Evaluation on specifications of the Internet

Tenderers meeting all the mandatory requirements shall have their bids checked against compliance with technical specifications indicated in Section “VI” of this tender document. **Bidders will be required to meet all the technical specification as a minimum requirement to qualify to the next stage of the evaluation.**

3. Stage 3: Technical Evaluation on Capacity to Deliver the Contract

Tenderers fully complying with technical specifications will be subjected to technical evaluation on capacity to deliver the contract based on the technical parameters given below:

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
T1	Number of years in provision of internet services		□ 5 Years and above: 30% □ Others prorated at: <u>Number of years x 30</u> 5	30
T2	Provide a list of all Major clients where the company has provided similar services in the last 3 years.		□ 5 or more clients: 30% □ Others prorated at: <u>Number of clients x 30</u> 5	30
T3	Number of qualified Engineers/ technicians specialized in Internet Technologies (Provide evidence using CV and certificates)*		□ 5 or more qualified staff: 20% □ Others prorated at: <u>Number of staff x 20</u> 5	20
T4	Financial Stability :			
	a) Profitability Margin**		A margin above 10% will score 10 marks; 5-9 % - 5 marks and 1-4% - 3 marks; below 1% No mark	10
	b) Liquidity Ratio***		Above 1:1 – 10 marks; 1:1 – 5 marks; 0.5:1- 2 marks less than 0.5 no mark	10
	Total			100

Note:

*The Minimum qualification required for the Engineer will be a relevant degree and Technicians diploma holders.

$$\text{**Profitability Margin} = \frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$$

***Current Ratio = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$

EBIT = Earnings before Interest and Taxes

Only tenderers that **score 75% and above** on the above Technical Evaluation will qualify for Financial Evaluation.

Stage 4. FINANCIAL EVALUATION

Tenderers that **score 75 % and above** under Technical Evaluation on Capacity to deliver the contract will be ranked and the lowest bidder recommended for award of the contract.

Stage 5 – RECOMMENDATION(S)

Bidder with the lowest evaluated scores will be recommended for award subject to the above stated conditions for award

3. SECTION V – SHEDULE OF REQUIREMENTS AND PRICE SHEDULE

Due to high demands of bandwidth and need to harmonize our intranet, Kenya National Library Services (knls) wishes to establish a seamless internet/intranet/extranet service plan in a VPN network between Upperhill (NAL), Nakuru and Buruburu Branch. This will allow seamless sharing of data and application between the sites with a strategic aim of adding more branches to this network

The network shall be fibre-based having:

- **P2MP** (point to Multi-point) link between the Branches
- Direct internet link to every branch with a bandwidth of:
 - ✓ Nakuru **5mbps/5mbps**
 - ✓ NAL **5mbps/5mbps**
 - ✓ Buruburu **10mbps/10mbps**
- A backup link to every branch with a bandwidth of:
 - ✓ Nakuru **1mbps/1mbps**
 - ✓ NAL **2mbps/2mbps**
 - ✓ Buruburu **3mbps/3mbps**
- The Network **MUST** be secure, reliable, efficient and affordable.
- Each link must be dedicated with multiple last mile options for flexibility & redundancy.
- The back-bone for the backup links should not be the same backbone as that of the main links. - Bidder must demonstrate & provide proof.
- Provide proof of multi-vendor and multi infrastructure provision and/or partnership. - Bidder must provide proof.
- In addition to provision of the backup link, the bidder will provide equipment for WiFi hotspots capable of issuing tokens in each of the sites to cover at least 100 meters.

1. SCOPE OF WORK

- Optional Site Survey by the potential Internet service provider (ISP) to assess the existing network prior to tendering.
- Installation and configuration of **FIBRE** network
- If additional equipment are required, *indicate all the equipment to be supplied as knls assets and those that remains property of provider.*

2. SERVICE LEVEL AGREEMENT (SLA) AND SUPPORT

- **Performance Standards** – Indicate your Performance based on the following indicators:
 - Mean Time to Respond (in Minutes)
 - Mean Time to Repair (in hours)
 - Latency – knls expects that in case of Latency, it will not exceed fifty-five (55) milliseconds. *Commit or **Clearly** indicate if otherwise*
 - Packet Loss – knls will accept Packet Loss ratio not greater than 0.5%. *Commit or **clearly** indicate if otherwise*

- **Service Availability** – knls expects a guaranteed aggregate Service Availability of ninety-nine point nine five percent (99.95%). *The ISP is expected to commit to this (in writing) or **clearly** indicate if otherwise.*

- **SLA Credit Structure** – knls will demand Monthly SLA credits for any performance below the set standards specifically on:
 - **Service availability**
 - **Mean time to respond**
 - **Mean time to repair***Commit and indicate the rates and terms of Credit Payment or **clearly** indicate if otherwise*

- **Public IP Addresses** – The prospective ISP **MUST** provide independent public address space of /28 IPv4 address prefix length from Kenya Network Information Center (KENIC) for the Kenya National Library services (knls). The ISP will perform routing of the address block within the Internet.

- Dedicated account management team with a **designated Account Manager**. *Provide the contact details of the account manager and the support desk.*

3. FINANCIAL REQUIREMENTS

- The Financial quotes should indicate
 - one off cost (installation costs where applicable)
 - Recurrent Monthly charges.
- Prices quoted will be assumed to be VAT inclusive. **Clearly** Indicate if otherwise
- Prices should be quoted in Kenya Shillings

Item	Description	Installation Charges (one off charges) (Kshs.) (a)	Monthly fee (Kshs.) (b)	Annual Fee (Kshs.) (b*12Months) (c)	Grand total Annual (Kshs.) (a + c) (d)	Grand total Three years (Kshs.) (d *3 years)
1.	Internet connectivity for the Nakuru Branch					
2	Internet Connectivity for the Burururu Branch					
3	Internet Connectivity for the Upper Hill (NAL) branch					

Delivery period will be

Signature of tenderer

Note: In case of discrepancy between unit price and total, the unit price shall prevail. **The price quoted should be inclusive of all applicable taxes.**

Technical Specifications

Bidders will be required to meet all the technical specification below.

A: Nakuru Branch -site

No.	Technical Parameter	Bidders Response	Compliance Yes/No
i	Connectivity Type: Fibre connection to the internet at knls Nakuru		
ii	Secure wireless network for the entire branch		
iii	Service: Internet Services		
iv	Bandwidth: 5mbps/5mbps (Total- UP/DOWN) -Internet services 1mbps/1mbps- Backup link		
v	Contract Period: 3 Years		
vi	Service Activation date: Services must be available within 30 days upon receipt of Purchase Order by selected vendor		
vii	Costs Breakdown : Internet services only		
viii	Service Availability: 99.99% (52 Minutes downtime for the period of connectivity).		
Other Technical requirements			
a	Able to provide a fully managed end- to – end service		
b	Provide a redundant connection to the Back- up site in Nairobi and Disaster recovery site in Buru Buru of equal capacity as the primary.		
c	Able to provide 7×24×365 coverage for technical assistance, helpdesk and monitoring		
d	Able to provide a web interface facility or portal for knls personnel to retrieve real- time and historical information.		
e	Please indicate peering arrangements and provide map indicating peering points and major POPs.		

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f	Please indicate Service Level Agreement terms and conditions that would be applicable to proposed service, in terms of availability, packet loss, and latency. Attach a proposed SLA covering these specifications.		
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1. B: Buru Buru Branch

No.	Technical Parameter	Bidders Response	Compliance Yes/No
i	Able to provide a fully managed end- to – end service		
ii	Secure wireless network for the entire branch		
iii	Service: Internet Services		
iv	Bandwidth: 10mbps/10mbps (Total- UP/DOWN) – internet services 3mbps/3mbps- Back up link		
v	Contract Period: 3 Year		
vi	Service Activation date: Services must be available within 30 days upon receipt of Purchase Order by selected vendor		
vii	Costs Breakdown : Internet services only		
Viii	Service Availability: 99.99% (52 Minutes downtime for the period of connectivity).		
Other Technical Requirements			
a	Able to provide a fully managed end- to – end service		
b	Able to provide 7×24×365 coverage for technical assistance, helpdesk and monitoring		
c	Able to provide a web interface facility or portal for knls personnel to retrieve real- time and historical information		

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d	Please indicate Service Level Agreement terms and conditions that would be applicable to proposed service, in terms of availability, packet loss, and latency.		
e	Vendors will provide any other accessories, services and equipment to maintain and improve the provision of the requested service.		
f	Knls will not buy routing hardware and security equipment for this service.		

2. C: Upper Hill, Nairobi Area Library (NAL)

No.	Technical Parameter	Bidders Response	Compliance Yes/No
i	Connectivity Type: Fibre connection to the internet at knls NAL		
ii	Secure wireless network for the entire branch		
iii	Service: Internet Services and backup link		
iv	Bandwidth: 5mbps/5mbps (Total- UP/DOWN) –internet services NAL 2mbps/2mbps- back up link		
v	Contract period: 3 Year		
vi	Service Activation date: Services must be available within 30 days upon receipt of Purchase Order by selected vendor		
vii	Costs Breakdown : Internet Bandwidth only		
Viii	Service Availability: 99.99% (52 Minutes downtime for the period of connectivity).		
	Other Technical Requirements		

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a	Able to provide a fully managed end- to – end service		
b	Able to provide 7×24×365 coverage for technical assistance, helpdesk and monitoring		
c	Able to provide a web interface facility or portal for Kenya National Library Service Knls personnel to retrieve real- time and historical information		
d	Please indicate Service Level Agreement terms and conditions that would be applicable to proposed service, in terms of availability, packet loss, and latency.		
e	Vendors will provide any other accessories, services and equipment to maintain and improve the provision of the requested service.		
f	Knls will not buy routing hardware and security equipment for this service.		

D: Security

No.	Technical Parameter	Bidders Response	Compliance Yes/No
i	The prospective ISP MUST Provide Internet/Web security services to safeguard hosted information and data. Measures the ISP shall take to ensure the security of traffic to knls and the hosted site must be clearly specified in the response.		

E: IP Address Range

No.	Technical Parameter	Bidders Response	Compliance Yes/No
i	The prospective ISP MUST offer provider independent public address space of /28 IPv4 address prefix length from Kenya Network Information Center (KENIC) for the Kenya National Library services (knls). The ISP will perform routing of the address block within the Internet.		

FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Provision of Internet Services** in conformity with the said tender documents for the sum of *(total tender amount in figures)*..... *(total tender amount in words)* **inclusive of all duties and taxes** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment and systems in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a knls in a sum of equivalent to **10%** percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of **90 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]



Kenya National Library Service Tender No. KNL/HQ/T002/2015-2016

Duly authorized to sign tender for an on behalf of _____

Official

Rubber

Stamp

7.3 FORM OF TENDER SECURITY

WHEREAS.....
(hereinafter called "the Tenderer") has submitted his tender dated.....for **Provision of Internet Services to Kenya National Library services**

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

.....
having our registered office at

.....
(Hereinafter called "knls"), are bound unto knls (hereinafter called "the Employer") in the sum of **Kshs. 50,000** for which payment well and truly to be made to the said Employer, the Knls binds itself, its successors and assigns by these presents, sealed with the Common Seal of the said Knls this.....day of2016

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to Tenderers
OR
2. If the Tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
 - c)

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, 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 Knls not later than the said date.

(Date)

Signature of the Knls)

(Witness)

(Seal)

4. 7.4 PERFORMANCE SECURITY FORM

To
[name of 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 of goods] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a knls guarantee by a reputable knls for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signed and seal of the Guarantors

[name of knls or financial institution]

[address]

[date]

7.5 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

DECLARATION FORM

**STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE
PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015**

I,of P. O. Box being a resident of
..... in the Republic of Kenya do hereby make a statement as
follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (name of the Company) who is a Bidder in
respect of **Tender No.** To supply goods, render services and/or carry
out works for Kenya National Library Service and duly authorized and competent to make
this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement
proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been
requested to pay any inducement to any member of the Board, Management, Staff
and/or employees and/or agents of Kenya National Library Service, which is the
procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any
inducement to any member of the Board, Management, Staff and/or employees and/or
agents of Kenya National Library Service.

5. THAT what is deponed to hereinabove is true to the best of my knowledge information
and belief.

.....

(Title)

(Signature)

(Date)

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff.

	Name	Position	Assignment Task for Knls Project
1.			
2.			
3.			
4.			
5.			
6.			

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____ **Project Manager** _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm _____ Nationality _____

Membership in Professional Societies _____

Detailed Tasks Assigned _____

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations)

Education:

(Summarize college/University and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.)

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.)

Certification:



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I, the undersigned, certify that these data correctly describe me, my qualifications and my experience.

Date _____

(Signature of Staff member)

Date _____

(Signature of authorized representative of the firm)

Full name of staff member: _____

Full name of authorized representative: _____

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____ **Supervisor** _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm _____ Nationality _____

Membership in Professional Societies _____

Detailed Tasks Assigned _____

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations)

Education:

(Summarize college/University and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.)

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.)

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications and my experience.

_____ Date _____

(Signature of Staff member)

_____ Date _____

(Signature of authorized representative of the firm)

Full name of staff member: _____

Full name of authorized representative: _____

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____ **Technical Personnel (1)** _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm _____ Nationality _____

Membership in Professional Societies _____

Detailed Tasks Assigned _____

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations)

Education:

(Summarize college/University and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.)

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.)

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications and my experience.

_____ Date _____

(Signature of Staff member)

_____ Date _____

(Signature of authorized representative of the firm)

Full name of staff member: _____

Full name of authorized representative: _____

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____ **Technical Personnel (2)** _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm _____ Nationality _____

Membership in Professional Societies _____

Detailed Tasks Assigned _____

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations)

Education:

(Summarize college/University and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.)

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.)

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications and my experience.

_____ Date _____
(Signature of Staff member)

_____ Date _____
(Signature of authorized representative of the firm)

Full name of staff member: _____

Full name of authorized representative: _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

About The Company	
Company Name	
Contact Person	
Title	
Head Office Address	
Phone	
Mobile	
Fax	
E-Mail	
Web	
Alternative Contact Person Name	
Title	
Address	
Phone	
Mobile	
Fax	
E-Mail	
Web	
Number of Offices Local/International (<i>if any</i>)	
Annual Turnover	
Association with Principal Company of the Proposed solution	

Kenya National Library Service Tender No. KNL/HQ/T002/2015-2016

Area of Business Focus	
Details of local partners <i>if any</i>	
Company Resources	
Total Employees	
Total Employees based at Local Office	
Total Implementation Technical Staff assigned to this project	
Business Experience	
Years in Business	
MM/YY Since local office registered (<i>if applicable</i>)	
Implementation Experience	
Total implementations' in Kenya with References	
Total implementation outside Kenya with References	
Total implementations' in the Industry with References	
STANDARDS & CERTIFICATIONS	
References	
Details of certification in Quality Standards, Processes and methodology at your organization (ISO, SEI-CMM, etc	

PROJECT MANAGEMENT	Reference
How will the Training be covered in the proposed implementation? Provide details	
Explain your Implementation Methodology	
Provide details of experience in Integrating with legacy systems with the proposed solution	
Provide details of Integration Methodology	
Provide details of Support office/help desk	
Give your Experience in performance testing with Reference	
Give details of Methodology for Interface Testing	
Provide details of Quality Management	
Provide details of Risk Management	
Details of your value additions proposed to be brought into the implementation	
Indicative project schedule for the implementation with Gantt Chart	



QUALIFICATION INFORMATION

Official Receipt No.....

Date.....

I/We (Name of Firm) hereby apply for Supply, delivery, installation and commissioning of Library Information System.

Postal Address.....Fax No.....

Tel.....E-mail Address.....

Town..... Street

Name of Building.....Room/Office NoFloor No.....

Full Name of Applicant

.....

Summary of Assets and Liabilities (As per latest Audited accounts)

- 1. Total Assets in Kshs
- 2. Current Assets in Kshs
- 3. Total liabilities in Kshs.....

Indicate total income from past two years (Kshs.....)

Referees (as per Technical Requirement (f) above):-

1) Name of Company.....

Address & Telephone:.....

Name of contact person:.....

2) Name of Company.....

Address & Telephone:.....

Name of contact person:.....

3) Name of Company.....

Address & Telephone:

Name of contact person:

CONFIDENTIAL BUSINESS QUESTIONNAIRE - GENERAL INFORMATION

Receipt Number.....(attach copy)

Company name.....

P. O. Box..... Town..... Postal code.....

Telephone number(s).....

Fax number(s).....

Email address.....

Physical address

Building.....Floor.....

Plot number.....Door.....

Street.....

Nature of business.....

Certificate of Registration/Incorporation No.....(attach copy)

Trade license No.....(attach copy)

VAT registration No.....(attach copy)

PIN Certificate No.....(attach copy)

Tax compliance certificate.....(attach copy)

Membership to professional body.....(attach certificate)

Contact persons:

Name..... Position.....

Name..... Position.....

Name..... Position.....

COMPANY PROFILE

A. Names of Directors:

1.....Nationality.....

2.....Nationality.....

3.....Nationality.....

4.....Nationality.....

B. Personnel

Number of staff employed.....

Qualifications.....

Level of experience.....

C. Experience

No. of years the company has been in operation.....

Volume of business transacted in the last 5 years.....

Referees:

1.....

2.....

3.....

Scope of clientele - (attach evidence of the clients you are currently serving)

.....
.....
.....

D. Customer service

Do you have a dedicated customer help desk?.....Tel No.....

Do you carry out customer satisfaction surveys?.....

Do you have a customer technical back up team?.....

NB: You will be required to separately attach a COMPREHENSIVE company profile detailing ALL the requested information. This should be on the company's letterhead.

PROCLAMATION

I / We the undersigned, state that, ALL the information we have provided in this document is correct and that I / We hereby give The Kenya National Library Service (Knls) authority to seek any references it may deem vital while carrying out their evaluation.

Name.....Designation.....Signature.....

Name.....Designation.....Signature.....

Name.....Designation.....Signature.....

Official rubber stamp

Appendix 3 FIRMS REFERENCES / IMPLEMENTATION TEAM EXPERIENCE

Relevant services carried out in the last two years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm as participated in the last three years.

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity (Profiles)	
Name of Client:		Clients contact person for the assignment.	
Address:		No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Ksh)	
Name of Associated Consultants. If any.		No of Months of Professional Staff provided by Associated Consultants	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Firm's Name _____

Name and title of signatory; _____

Confidentiality of information

All information contained in the tender is confidential. Likewise, all information included by vendors in their proposals will be treated with utmost confidentiality.

Completion and submission of proposal

It should be understood that Kenya National Library Service is not liable for any costs incurred by you in the preparation of your response to this tender. The preparation of your proposal will be made without obligation by Kenya National Library Service to acquire any of the items included in your proposal, or to select any vendor's proposal, or to discuss the reasons why your proposal is accepted or rejected.

It should also be understood that, if the proposal is accepted, it will form part of the contract which will be negotiated subsequently.

Furthermore, the successful vendor must undertake not to make any reference to Kenya National Library Service in any literature, promotional material, brochures or sales presentations without the express written consent of Kenya National Library Service.

PROPOSAL CONTENT

All proposal sections must be clearly marked. For your convenience we have included an electronic version in suitable formats to be used to record your responses.

Structure of Proposal

The proposal should have the following general structure:

Section	Supporting Appendix
Executive Summary	
Tender Forms: <ol style="list-style-type: none"> 1. Form of Tender 2. Confidential business questionnaire 3. Tender Security Form 4. Contract Form 5. Performance Security/dully filled declaration Form 6. Knls Guarantee for Advance Payment 7. Sample letter of Notification Award 	
Technical Proposal submission forms	Appendix 1
Company profile	Appendix 2
Firms References / Implementation Team Experience	Appendix 3
General Technical Specifications	Appendix 4
Financial proposal	Appendix 5
Other items of significance (e.g. sample software agreement)	

The following subsection will provide further guidance on the proposal.

Executive Summary

Details the Executive Summary and should contain summary cost and other information together with the perceived strengths of your proposal, and the reasons for proposing the configuration specified.

Technical Proposal submission form

Appendix 1 is the covering letter that details your understanding of the tender requirements and dates thereof.

Company Profile

Companies are required to complete **Appendix 2** for themselves, and on any other vendors included in the proposal, whether supplying application software, training or support or hardware.

Firms References / Implementation Team Experience references

Suppliers are requested to complete **Appendix 3** and to provide, ideally, *five reference sites* which can be contacted or visited for a further demonstration of the systems and equipment proposed. These should preferably be companies similar in size and scope to Kenya National Library Service and implementation completed.

This also details the experience and the CVs for implementation team proposed for the project

Financial Proposal - Detailed breakdown of costs

A detailed breakdown of costs of the proposed hardware and software shall be provided. Payment shall be made after the performance of the contract which shall include Supply, Installation and Commissioning of Library Information System

General Technical Specifications

This describes the general minimum technical requirement for the respective software systems.

Installation and implementation details

The proposal submitted should contain a list of what the supplier regards are the main milestone activities in the project, from agreement of the contract to full handover to Kenya National Library Service. The responsibility for each activity should also be stated by the supplier.

Information will be required particularly regarding:

1. the proposed delivery dates and installation timetable for the project;
2. any systems integration the supplier expects to have to carry out and the cost, if any,
3. user training timetables and synopsis of the training programs believed necessary;
4. Recommendations for the appointment of Kenya National Library Service personnel to the project team for.
5. system testing:
 - when this will take place;
 - where this will take place;
 - responsibility for checking results;
 - system sign-off procedures for project ;
 - Proposed method and timing for data conversion or loading, and the assistance the vendor can provide.

Contractual terms

Contracts

The vendor should insert in this section copies of their relevant standard contracts for:

1. Supply/delivery of the project;
2. Maintenance/support of project & any software;

Suppliers should note that the final contract will make reference to the tender, the supplier's proposal and any subsequent correspondence between the vendor and Kenya National Library Service.

The supplier should also indicate:

1. whether any areas of the contract are not open to negotiation;
2. extras such as training, etc., which are not included in the quoted price;
3. price limitation provisions;
4. period for which prices quoted will hold;
5. guarantee for no price increase above a certain percentage;
6. Right for Kenya National Library Service to withdraw from contract if the rate of increase exceeds a certain percentage.

Protection for Kenya National Library Service against:

1. Projects not delivered on time and budget
2. systems not performing as specified;
3. persistent breaking of stated conditions such as persistent failure to provide contracted service levels;
4. quality of service;
5. cost changes;
6. Time delays.

Proposal Binding

It will be assumed that all representations made in your proposal will be binding and that your organization has agreed to *all requirements of the tender*, unless specifically stated otherwise. Amendments or clarifications

Reservation of Rights

This is a tender request and is in no way to be construed as a commitment to purchase services on the part of Kenya National Library Service. Even though your proposal may be rejected, Kenya National Library Service reserves the right to use any of the concepts or ideas contained therein without incurring any liability.

Kenya National Library Service reserves the absolute right to withdraw this tender, by written notice or to reject any or all proposals submitted in response to this tender. Kenya National Library Service

further reserves the right to accept proposals from one or more prospective suppliers. Kenya National Library Service shall not incur any liability whatsoever by reason of such withdrawal, rejection or acceptance

Proposal is not proprietary

All information furnished by any provider to Kenya National Library Service under this tender, or in contemplation of a contract, shall be considered by Kenya National Library Service to be the provider's property. All providers acknowledge that the information provided in response to this tender will not be returned, unless requested by the provider and at the provider's expense. Unless the information was previously known to Kenya National Library Service free of obligation to keep it confidential, or has been or is subsequently made public by provider or an authorized third party, it shall be kept confidential by Kenya National Library Service. Such information shall be kept confidential by Kenya National Library Service in evaluation of provider's proposal, and will not be used for any other purposes except upon such terms as may be agreed upon between the provider and Kenya National Library Service and in writing.

Errors and Omissions

Should you discover any material ambiguity, conflict, discrepancy, omission or other error in this tender, please immediately notify the contact person for this tender in writing of such discovery with a request of modification or clarification of this tender, and cite the specific paragraph in question. Direct all questions that arise concerning this tender by email to the Director through, knls@knls.ac.ke

Kenya National Library Service solely reserves the right to determine the materiality of such discovery or question. If, in the opinion of Kenya National Library Service, such discovery or question may cause an ambiguity in the tender responses, Kenya National Library Service shall issue an Addendum to amend the tender, extend the tender due date if necessary, and/or provide answers to questions received by email to remove the ambiguity. Otherwise Kenya National Library Service reserves the right to negotiate minor exceptions, irregularities, or errors in the tender and/or the tender responses.

Payment terms

The payment terms agreed will be those acceptable to Kenya National Library Service and the vendor. The terms will be tied in to acceptance tests, which will be on the individual elements of the project, as well as the complete project

Timetable

Whilst the supplier and Kenya National Library Service will agree a detailed timetable for the implementation prior to the signing of a contract, the supplier should nevertheless provide a broad implementation plan with the tender laying out:

1. Key milestones;

2. Overall project durations (in months);
3. Key task dependencies;
4. Key constraints.

The supplier should give assurances as to their adherence to this timetable, including definition of roles and responsibilities, where appropriate.

Bespoke work

Should it be necessary for bespoke software to be written, confirmation from the supplier is required that ownership of the bespoke software will rest with Kenya National Library Service.

Selection process

The process for review of the tender responses will include the objective evaluation of responses to: (1) the questions, (2) the business requirements, and (3) the proposed fees. The ability to meet Kenya National Library Service requirements as set forth in this tender, as well as the ability and experience to support Kenya National Library Service' long-term vision will also be assessed.

If Kenya National Library Service decides to purchase some or all of the services outlined in this tender, it is anticipated that finalists will be selected for final presentations. After all presentations and any required follow-up meetings are completed, the team intends to make a final supplier recommendation.

Project planning with the successful supplier is expected to begin immediately after the selection is finalized and formalized.

Selection Criteria

Kenya National Library Service will evaluate each supplier's tender in a number of general areas, including:

1. The completeness of the tender in addressing all topics covered by the tender;
2. One or more existing client(s) with active employees;
3. The experience and past performance with clients that is considerably larger in size, scope and complexity to Kenya National Library Service. The ability to fulfill the responsibilities of the supplier;
4. The suppliers overall commitment to the delivery of the project
5. The financial stability of the supplier;
6. The willingness to identify and dedicate an experienced team to support Kenya National Library Service.

Based on these initial criteria, Kenya National Library Service expects to select suppliers to provide presentations to evaluate the proposed approach and project teams. At this point, the criteria to select the successful vendor will include:

- a. The ability of the vendor to provide the appropriate resources, along with a structured methodology, to implement this project in the necessary time frame with a reasonable level of involvement from Kenya National Library Service resources;
- b. The suitability of the vendor's proposed operations team (e.g. roles of the various team members, suppliers philosophy around the structure of the team, experience level of the various team members, the workflow between team members, etc.) for Kenya National Library Service [please include team biographies with your response-see appropriate appendix];
- c. The ability of the supplier to ensure continuity and quality of services during transition / turnover among team members;
- d. The ability to demonstrate adequate quality assurance processes and procedures to ensure accurate and timely provision of services;
- e. The suppliers vision of how its services will evolve and improve in the future;
- f. The willingness of the supplier to participate in Kenya National Library Service supplier management program, including the provision of performance measurement statistics, the ongoing monitoring of service, and the support of an ongoing quality improvement plan;
- g. The ability to reach agreement on all key contract terms and conditions; and
- h. The reasonableness of the fee quotation compared to other supplier on functionally equivalent services.

Finally, Kenya National Library Service expects to reach agreement on the business relationship it will have with its supplier *prior to the approval of the successful tender*. Therefore, in addition to the other criteria identified in this section of the tender, it will be necessary for the vendor to:

- a. Reach agreement with Kenya National Library Service on all key aspects of the contractual relationship defined in this tender; and
- b. Place a portion of its fees at risk with respect to meeting agreed-upon implementation deadlines and ongoing performance standards.

Account Management Services

Kenya National Library Service expects the successful supplier to designate an overall Account (or Relationship) Manager to the project, who will be available as needed, throughout the project.

The account Manager will be working with IT and the other departments under the co-ordination of Kenya National Library Service representative assigned to the project. This individual needs to be able to communicate with these departments in an efficient and effective manner. Please include the biography of your proposed Account Manager with your response.

Kenya National Library Service reserves the right to interview and approve the supplier Account (or Relationship) Manager and Project Manager. The supplier team will be expected to have resources available for day-to-day contact for consulting support.

Other items of significance

Supplier should provide details of any significant matters which are not covered above.

2.15. Tender Submission Instructions

Tenderers are requested to observe the following Tender Submission requirements:

1. Technical proposal content to include the following among other information,
 - a. Appendixes' 1,2,3, and 4
 - b. Standard Forms (see 3.0.pp 12)
 - Form of Tender
 - Confidential Business Questionnaire
 - Manufactures authorisation form

Other technical details including brochures

2. Financial Proposal to include the following
 - Appendix 5-
 - Financial Proposal submission Form
 - Form of tender
 - Statement of Verification that the firm is not debarred from public procurement
 - Summary of costs

Note

Technical proposal to be enclosed in envelop marked: **Technical Proposal in original**

Financial Proposal to be enclosed in envelop marked: **Financial Proposal in original**

Both two envelopes be enclosed in one single envelop clearly marked: **KNLS/HQ/T002/2015-2016: Tender for Provision of Internet Services.**

Addressed to:

Director

Kenya National Library Service

P.O. Box 30573 -00100

Nairobi

3.0 NOTES ON STANDARD FORMS

3.1. Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

3.2. Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

3.3. Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

3.4. Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

3.5. Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

3.6. Knls Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

3.3. TENDER SECURITY FORM/DECLARATION FORM

Whereas [name of the tenderer]

(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the **Provision of Internet Services**

(hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that WE of having our registered office at (Hereinafter called "the Knls"), 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 Knls binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Knls 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Knls not later than the above date.

[Signature of the knls]

(Amend accordingly if provided by Insurance Company)

3.4. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... **Kenya National Library Service** 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 the Kenya National Library Service invited tenders for [certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) The Tender Form and the Price Schedule submitted by the tenderer
- (b) The Schedule of Requirements
- (c) The Technical Specifications
- (d) The General Conditions of Contract
- (e) The Special Conditions of contract; and
- (f) The Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the **Kenya National Library Service** to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the **Kenya National Library Service** to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract

4. The **Kenya National Library Service** hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for **Kenya National Library Service**)

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

3.5. PERFORMANCE SECURITY FORM

To Kenya National Library Service

WHEREAS [*name of tenderer*] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [*reference number of the contract*] dated _____ 20 _____ to _____ supply [*description of goods*] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a knls guarantee by a reputable knls for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signed and seal of the Guarantors

[*name of knls or financial institution*]

[*address*]

[*date*]

KNLS GUARANTEE FOR ADVANCE PAYMENT

To **Kenya National Library Service**

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of tenderer]*(hereinafter called "the tenderer") shall deposit with the Procuring entity a knls guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of *[amount of guarantee in figures and words]*.

We, the *[knls or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of knls or financial institution]

[address]

[date]

3.6. LETTER OF NOTIFICATION OF AWARD

Kenya National Library Service

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 7 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 **Director**
Kenya National Library Service

Appendix 5 - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

The Financial Proposal prepared by the tenderer should list the costs associated with the assignment. These costs normally cover all costs as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

This tender for procurement, installation and commissioning of aLibrary Information System

The Financial Proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

The tenderer may use additional paper if necessary to indicate the details of their costing.

The financial proposal should be prepared using the Standard forms provided in this part.

FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

- a. Financial Proposal submission form.
- b. Form of tender
- c. Statement of Verification that the firm is not debarred from public procurement
- d. Summary of Costs.

FINANCIAL PROPOSAL SUBMISSION FORM

_____ (Date)

To:

(Name and Address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to **Provision of Internet Services** with your tender Number..... dated (_____) (Date) and our Proposal. Our attached Financial Proposal is for the sum of (_____) (Amount in words and figures) inclusive of the taxes.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

_____ (Authorized signature)

_____ (Name and Title of Signatory)

_____ (Name of Firm)

_____ (Address)

WARRANTY CONSENT AND PROPOSAL FOR DELIVERY DATES

Bidders shall be required to fill a delivery date schedule for the software. Delay in supply, delivery, installation and commissioning of the system beyond the proposed supply, delivery, installation or commissioning dates shall attract liquidated damages as stated in the Special Conditions of Contract.

	ITEM DESCRIPTION	PROPOSED DELIVERY DATE
1.		
2.		
3.		
4.		
5.		

Bidders are required to submit a duly signed letter indicating their acceptance to offer one year warranty and free 24 hours maintenance and support on the software. **Failure to submit the written consent of warranty shall result to the bidder being disqualified at the mandatory stage.**

We the below named company commit ourselves to provide warranty for the required period as per the tender documents and to supply, deliver, install and commission the proposed software to Kenya National Library Service within the specified period above.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

Official Rubber Stamp _____

(This page should be stamped and signed by an authorized person)

FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Provision of Internet Services** in conformity with the said tender documents for the sum of *(total tender amount in figures)*..... *(total tender amount in words)* **inclusive of all duties and taxes** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment and systems in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a knls in a sum of equivalent to **10%** percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.

4. We agree to abide by this Tender for a period of **90 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

Official

Rubber

Stamp

DECLARATION FORM

**STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC
PROCUREMENT AND ASSET DISPOSAL ACT 2015**

I,of P. O. Box being a resident of
..... in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (name of the Company) who is a Bidder in respect of **Tender No.**
..... To supply goods, render services and/or carry out works for Kenya National
Library Service and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding
under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested
to pay any inducement to any member of the Board, Management, Staff and/or employees and/or
agents of Kenya National Library Service, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any
member of the Board, Management, Staff and/or employees and/or agents of Kenya National
Library Service.

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and
belief.

.....

(Title)

.....

(Signature)

(Date)

PROCLAMATION

I / We the undersigned, state that, ALL the information we have provided in this document is correct and that I / We hereby give The Kenya National Library Service (Knls) authority to seek any references it may deem vital while carrying out their evaluation.

Name.....Designation.....Signature.....

Name.....Designation.....Signature.....

Name.....Designation.....Signature.....

Official rubber stamp