



kenya national  
library service

**TENDER DOCUMENT**

**FOR**

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC BOOK  
SCANNER FOR KNLs VIRTUAL LIBRARY DIGITIZATION LAB**

**TENDER NUMBER: KNL/HQ/T008/2020-2021**

**CLOSING DATE: 9<sup>TH</sup> MARCH, 2021**

**AT 11.00 AM. EAST AFRICAN TIME**

## TABLE OF CONTENTS

	PAGE
INTRODUCTION .....	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
Appendix to Instructions to Tenderers .....	21
SECTION III GENERAL CONDITIONS OF CONTRACT.....	23
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	30
SECTION V TECHNICAL SPECIFICATIONS.....	32
SECTION VI SCHEDULE OF REQUIREMENTS.....	34
SECTION VII PRICE SCHEDULE FOR GOODS.....	35
SECTION VIII STANDARD FORMS.....	36
8.1 FORM OF TENDER.....	37
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	38
8.3 TENDER SECURITY FORM.....	39
8.4 CONTRACT FORM.....	40
8.5 PERFORMANCE SECURITY FORM.....	41
8.6 BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....	42
8.7 MANUFACTURER'S AUTHORIZATION FORM.....	43

**SECTION I - INVITATION FOR TENDERS**

**Date: 23<sup>rd</sup> February, 2021**

**TENDER No. KNL/HQ/T008/2020-2021: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC BOOK SCANNER FOR Knls VIRTUAL LIBRARY DIGITIZATION LAB**

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

Knls invites sealed tenders from eligible candidates for the following tender.

Reference Number	Tender Name	Tender Security Amount	Closing date	Eligibility
KNL/HQ/T008/2020-2021	Supply, Delivery, Installation, Testing, Training and Commissioning of Automatic Book Scanner for knls Virtual Library Digitization Lab	Ksh.250,000.00	9 <sup>th</sup> March, 2021 at 11.00 am	Open National Tender

.Interested eligible candidates may obtain tender documents at the procurement offices located at Maktaba Kuu Building, 6<sup>th</sup> floor, Community, Ngong Road-Nairobi during normal working hours upon payment of a non-refundable tender fee of **Ksh.1000.00 per set** or download free of charge from knls website, **[www.knls.ac.ke](http://www.knls.ac.ke)** or Public Procurement Information Portal **[www.tenders.go.ke](http://www.tenders.go.ke)**.

All bidders who download the tender document **MUST** register with procurement office by sending an email to **[tender@knls.ac.ke](mailto:tender@knls.ac.ke)**

Tendering will be conducted through the National Competitive bidding procedures specified in the Public procurement and Asset Disposal Act, 2015 and its regulations.

Enquiries can be made via email: **[tender@knls.ac.ke](mailto:tender@knls.ac.ke)** or telephone number **0728 607 627**

Bidders are advised to regularly visit knls website to obtain any additional information (Addendum on tender) All addenda/additional information on the tender shall be posted on knls website and Public Procurement Information Portal as they become available.

Tenders **must** be accompanied by a tender security in the format and amount provided.

Completed tender documents shall be deposited in the tender box located on 6<sup>th</sup> floor entrance area to procurement offices, Maktaba Kuu Building, Community, Ngong Road-Nairobi on or before **Tuesday 9<sup>th</sup> March, 2021** at 11.00am. Tenders received will be opened immediately thereafter in the conference room, Maktaba Kuu Building, Community, Ngong Road-Nairobi, on **Tuesday 9<sup>th</sup> March, 2021** at 11.00am, in the presence of bidders or their representatives who wish to attend.

**Late bids shall be rejected.**

Ag. Chief Executive Officer  
Kenya National Library Service  
Maktaba Kuu Building, Community, Ngong Road  
P.O. Box 30573 -00100  
**NAIROBI, KENYA.**

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

## **SECTION II: INSTRUCTION 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 the 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 not exceed Kshs. 1,000/=. Where the tenderers download documents from Knls website or state portal, there shall be no cost.
- 2.2.3 The Knls shall allow the tenderer to review the tender document free of charge before purchase.

### **2.4 The Tender documents**

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

- a Instructions to tenderers
- b General Conditions of Contract
- c Special Conditions of Contract
- d Schedule of Requirements
- e Details of service
- f Form of tender
- g Price schedules
- h Contract form
- i Confidential business questionnaire form
- j Tender security form
- k Performance security form

2.4.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

#### **2.4 Clarification of Documents**

A prospective candidate making inquiries of the tender document may notify the Knls in writing or by email at the entity's address indicated in the Invitation for tenders. The Knls will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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”

2.4.1. The 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**

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

2.5.1. All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.

2.5.2. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, 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 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## 2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.  
(In technical proposal to indicate tender validity period and in financial proposal to insert the summary of amount quoted which should be absolute and subject to no correction)

## 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 applicable taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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 25% of the original contract price.

2.9.6 Price variation requests shall be processed by the KnIs within 30 days of receiving the request.

## 2.10 **Tender Currencies**

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

## 2.11 **Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

## 2.12 **Tender Security**

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

2.12.2 The tender security shall be in the amount not exceeding 0.5 – 2 per cent of the tender price.

2.12.2 The tender security is required to protect the 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 a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

b) Such insurance guarantee approved by the Public Procurement Oversight Authority.

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

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 the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the 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 30 or to furnish performance security in accordance with paragraph 31.
  - (c) If the tenderer rejects, correction of an error in the tender

## 2.13 **Validity of Tenders**

2.13.1 Tenders shall remain valid for One hundred and twenty (120) days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Knls as nonresponsive.

2.13.2 In exceptional circumstances, the 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 one original and copy of the tender in flash Disk(PDF) format. The "**ORIGINAL**" Technical and Financial proposals shall be sealed in separate envelopes and enclosed in one outer envelope clearly marked Original technical and financial proposals. and "The "**COPY**" in flash Disk PDF format shall be sealed in and enclosed in one outer envelope clearly marked envelopes . The above two envelopes shall be enclosed in one outer envelope. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

## 2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall prepare one original and copy of the tender in Flask disk(PDF) format. The “**ORIGINAL**” Technical and Financial proposals shall be sealed in separate envelopes and enclosed in one outer envelope clearly marked Original technical and financial proposals. And “The “**COPY**” Technical and Financial proposals shall be flask disk(PDF) format and enclosed in one outer envelope clearly marked. The above two envelopes shall be enclosed in one outer envelope. In the event of any discrepancy between them, the original shall govern

The envelopes shall:

- (a) be addressed to the Knls at the address given in the invitation to tender
- (b) Bear, tender number and description: Supply, Delivery, Installation, Testing and Commissioning of Automatic Book Scanner for knls Virtual Library Digitization Lab: Tender NUMBER: KNL/HQ/T008/2020-2021. and the words: “DO NOT OPEN BEFORE **Tuesday 9<sup>th</sup> March, 2021 at 11.00am**

2. 15.3The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the 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 the Knls at the address specified under paragraph

2.15.2 no later **than Tuesday 9<sup>th</sup> March, 2021 at 11.00am**

2.16.2 The 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 the Knls and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## 2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the 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 email, 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 The 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 **on Tuesday 9<sup>th</sup> March, 2021 at 11.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## 2.19 **Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders, 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 the Knls in the procuring entity's 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. Knls will consider total amount as indicated in the form of tender as final and absolute without any correction.

2.20.3 The 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 23, the 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. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Knls and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

### **2.21 Conversion to a single currency**

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

### **2.22.1 Evaluation and comparison of tenders.**

2.22.2 The Knls will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.3 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.

2.22.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.5 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) **Operational Plan.**

The 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 required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in payment schedule.**

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

2.22.6 The tender evaluation committee shall evaluate the tender within fifteen (15) days from the date of opening the tender.

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

- 2.22.8
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
  - (d) Shall not be debarred from participating in public procurement.

2.23 **Contacting the Knls**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the 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 the 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 In the absence of pre-qualification, the 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 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

2.24.4 Subject to paragraph 2.29 the 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. 24.5 The 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 the procuring entity's action. If the Knls determines that none of the tenderers is responsive; the Knls shall notify each tenderer who submitted a tender.

2.24.6 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 Knls will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Knls pursuant to clause 2.29.

Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the 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 the Knls notifies the successful tenderer that its tender has been accepted, the Knls will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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 fifteen (15) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Knls may make the award to the next lowest evaluated or call for new tenders.

## 2.28 Corrupt or Fraudulent Practices

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

2.28.2 The 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 Tenderers

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

Instructions to tenderers reference	Particulars of appendix to instructions to tenders
2.1: Eligibility	Tender eligible to Citizen Contractors. These are firms that are Kenyan owned with One hundred percent (100%) shareholding. Attach Authentic CR12.
2.5 Clarification	Clarifications to the tender shall be responded to for request received no later than 3 days to the tender closing date. Request for clarification should be sent to <a href="mailto:tender@knls.ac.ke">tender@knls.ac.ke</a> and must be received at least 3 days prior to tender closure. Bidders are advised from time to time to be checking knls website or state portal for any uploaded further information on this tender.
2.7 Language of tender	Tender shall be prepared and all corresponded to in English
2.10.2 Tender prices	Prices indicated in the tender price schedule shall include all cost including taxes, insurance and delivery to Knls Head office
2.11.1 Tender currencies	Prices shall be in Kenya Shillings
2.12 Tender eligibility and qualifications	Proof of eligibility, qualification documents of evidence (see evaluation criteria)

2.14 Tender security	The tender security shall be of the amount Kes <b>250,000.00</b> in the form of an irrevocable bank guarantee from a reputable financial institution valid for at least 150 days)
2.15 Tender validity	Tender validity duration 120 days from the date of opening
2.16,2.17 Sealing and Marking of tender	Tender documents and must be submitted in a plain sealed envelope and marked "Tender for Supply, Delivery, Installation, Testing, Training and Commissioning of Automatic Book Scanner for knls Virtual Library Digitization Lab
2.18 Deadline and Submission of Tender	The tender documents should be dropped in the tender box located on 6 <sup>th</sup> floor entrance area to procurement offices, Maktaba Kuu Building, Community, Ngong Road-Nairobi before submission deadline Tender closing and opening date and time <b>Tuesday 9<sup>th</sup> March, 2021 at 11.00am</b>
2.22.2 Preliminary Examination	Tender sum as submitted and read out during tender opening is absolute and shall not be subject to correction, adjustment or amendment on any way - Sec.82 of PPADA 2015
2.27.1 Award of contract	Knls may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract

## 2.29 Evaluation Criteria

The bids received shall be evaluated in the stages detailed below:

Stage 1. Mandatory requirement Evaluation

Stage 2. Technical Evaluation

Stage 3. Financial evaluation

Stage 4. Due Diligence

### Stage 1: Mandatory Requirements

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

	Description	Yes/No
MR 1	Must submit a copy of the Certificate of Incorporation	
MR 2	Tender security Valid for 120 days from the date of tender closing (Should be included in the Technical Bid envelope)	
MR 3	Must Submit a copy of PIN Certificate	
MR 4	Must Submit a copy of Valid Tax Compliance certificate	
MR 5	Must Submit a Valid Business Permit	
MR 6	Must submit a dully filled up Confidential Business Questionnaire	
MR 7	Must submit certified audited accounts for the last three (3) consecutive years (within 2018 -2020)	
MR 8	Must have set of their documents paginated (serialized) and initialized to ensure compliance with section 78(v) of PPADA, 2015 (from first to last page)	
MR 9	Warranty and Manufacturer's authorization: a) A certified copy of valid manufacturer's authorization for automatic book scanner b) A duly signed original statement by the manufacturer indicating that: - i. The Tenderer is authorized to offer and supply goods that are manufactured by the manufacturer ii. The Original Manufacturer's Authorization (MA) MUST be on Letter Head of the manufacturer, duly signed, stamped, (from the Manufacturer) and should be tender and item specific and addressed to CEO knls c. The bidder to provide 3 years' equipment warranty and support <b>NB: Bidders who attach forged MAs shall be disqualified</b>	
MR 10	All Addenda issued must be attached (if any)	

<b>MR 11</b>	Duly signed and stamped site visit certificate for digitization lab	
<b>MR 12</b>	Duly signed and stamped Form of Tender ( <i>must be attached in the technical proposal to show tender validity period</i> )	

**The tenderers who do not satisfy any of the above requirements shall be considered as non – responsive and will not be evaluated further.**

**Stage 2 Technical Evaluation Criteria**

This section part A and B will be evaluated out of 100 and will determine the technical score. The pass mark shall be 80%. Tenderers who attain a score of 80% and above shall proceed to the financial evaluation stage

**PART A: TECHNICAL CAPACITY TO DELIVER**

	<b>Evaluation Criteria</b>	<b>Requirements</b>	<b>Max Score</b>	<b>Score Awarded</b>
1.	Project Manager	The Project Manager should have a minimum of four (4) consecutive years of experience in digitization and scanning of print information.	4	
2.	Qualification of technical personnel	At least 2 Technical staff with specific qualifications/certifications as (attach CV and certifications) i) Automatic Book Scanner Installation and deployment ii) Certificates in associated soft wares for the scanner iii) Certified Trainer (attach certificate)	6	
3.	Firm Performance	Bidder's past performance on similar services/works for three projects .Bidders must provide evidence of having successfully supplied and commissioned similar item in past years by providing copies of orders, completion certificates or award letters from the current clients.	3	
4.	After sales services plan	Annual SLA Support during the Warranty period (After sales service plan) The supplier should provide an after sale service plan during the three (3) years warranty and support period. Including a help desk in case of any queries of a local approved partner.	3	
5.	Proposed Approach and Methodology	i) Proposed Implementation Plan ii) Proposed team structure, iii) Service Level Management iv) Quality Assurance Methodology, v) Proof of concept including demonstration of all the relevant software functionality vi) How integration will be done for the different software and hardware components. (The bidder will earn 0.5 points per item)	3	

	<b>Evaluation Criteria</b>	<b>Requirements</b>	<b>Max Score</b>	<b>Score Awarded</b>
6.	Availability of spare parts	The bidder to give a list of major replacement components, mandatory spare parts of the equipment during its life cycle. This is to be determined by the information supplied by the tenderer as regards to local firms that deal with stocking of spare parts for the make/model of equipment. Five Letters from the local dealers are required.	5	
7.	Delivery period	Hardware delivery time will be critical. For Automatic book scanner, maximum 120 days from date of award (Contract signoff) to be delivered and integrated on site.	2	
8.	Work Plan	Bidder shall provide a detailed Work Breakdown Structure and project plan that outlines all tasks, milestones, durations, and resource needs.	2	
9.	Solution Documentation Brochures	Bidder shall provide all required Policies/Security Documents, data sheets, user and operator manuals as well as brochures for the proposed solution.	2	
			30	

**PART B: MINIMUM TECHNICAL CAPACITY TO ENTER INTO CONTRACT**

<b>PARAMETER</b>	<b>TECHNICAL SPECIFICATION</b>	<b>BIDDERS RESPONSE</b>	<b>MAXIMUM SCORE</b>	<b>SCORE AWARDED</b>
Book Scan Operating Mode	Must be full automatic	Vendor to confirm	2	
Equipment design	Ergonomic self-standing design	Vendor to confirm	2	
Provision for manual scanning	Yes, must be provided	Vendor to provide Technical description	2	
Scanning Speed	Minimum 2,000 pages/hour	Vendor to provide Technical description	2	
Gentle and distortion free scanning	Must be provided	Vendor to provide Technical description	2	
Page turning	Automatic with process monitoring	Vendor to provide Technical description	2	
	Weightless mode and single scan technology (no pressure on the book)			
Opening angle	Minimum 60 degrees adjustable to a maximum of 120 degrees (60<120)	Vendor to confirm	2	
(Book Cradle) V shaped	Should be suitable for any bound material			
	Asymmetric angle and book cradle adjustment			

PARAMETER	TECHNICAL SPECIFICATION	BIDDERS RESPONSE	MAXIMUM SCORE	SCORE AWARDED
	The book cradle has to be adjusted to the book being scanned			
Page holding devices	The scanner shall not use physical devices like clamps or similar to flatten pages	Vendor to confirm	1	
Illumination	User and book-friendly LED illumination	Vendor to confirm	1	
Natural/Environmental light	Environmental light must not affect the image quality and scanner shall not require dark rooms during operation.	Vendor to confirm	1	
Resolution	400 ppi/ 400 dpi	Vendor to provide Technical description	1	
Color depth	36-bit	Vendor to Confirm	1	
Image types	Color, greyscale, black & white (bitonality)	Vendor to confirm	1	
Flat Scanning Area	Single scan area: A3 size 29.7 x 42 cm (11.7 x 16.5 in)	Vendor to provide Technical description	1	
Book size	Ability to scan a book of 32 cm x 32 cm (12.6 x 12.6 in) page size	Vendor to provide Technical description	1	
Book thickness	Up to 15 cm (5.91 in)	Vendor to confirm	1	
Paper thickness	Recommended spectrum: 40 g/m <sup>2</sup> to 260 g/m <sup>2</sup>	Vendor to confirm	1	
Paper quality	All pages, also acid damaged and wavy pages	Vendor to provide Technical description	1	
Covers	All covers (soft and rigid) <i>Universal ability to scan any bound material including temporary binding like spiral binding, saddle stitched, wire binding, slide binders, velo binding or thermo binding</i>	Vendor to confirm	1	
Book age	14 <sup>th</sup> century to date	Vendor to provide Technical description	1	
Storage formats	jpg, tiff, png, pdf (searchable), epub Provision of multi storage format conversion	Vendor to provide Technical description	1	
Page metadata	The software shall be able to able to capture all book	Vendor to provide Technical description	1	

PARAMETER	TECHNICAL SPECIFICATION	BIDDERS RESPONSE	MAXIMUM SCORE	SCORE AWARDED
	metadata			
Automatic Text Recognition	Must support text extraction	Vendor to provide Technical description	1	
	Must produce a searchable PDF			
Optical Character Recognition (OCR)	Must support multiple language option including :English and Kiswahili	Vendor to provide Technical description	2	
Manual scanner integration	The software shall be able to import directly the images ,created on the scanner	Vendor to provide Technical description	1	
Image treatment functions	The software shall offer the following pre and post scanning functionalities: DE-skewing, format conversion, cropping, Brightness/contrast adaption and page rotation	Vendor to provide Technical description	1	
Images	The software shall allow images to be inserted from other sources i.e. book spine, scanned maps(at any position in the book)	Vendor to provide Technical description	1	
	The scanner software shall be able to import directly images, created on the manual scanner			
Workflows Software System	software components to include partitions to take care of different users	Vendor to provide Technical description	4	
Workflow management/control	Must provide for batch workflows for automated batch processing	Vendor to provide Technical description	1	
System and User Management	The system must enable user management through access control (rights and privileges of users)		1	
	Support approval management			
Quality control stations	Should have at least 2 additional working stations for image processing and quality control	Vendor to provide Technical description	1	
Control workflow	Provision of an automatic workflow control where the operator tasks are reflected	Vendor to provide Technical description	1	

PARAMETER	TECHNICAL SPECIFICATION	BIDDERS RESPONSE	MAXIMUM SCORE	SCORE AWARDED
PDF Professional Editor	Adobe Reader Pro DC should be provided with at least three years license for 10 users	Vendor to provide Technical description	4	
	<i>Adobe Professional is a complete PDF solution for reading, annotating, form filling, editing, signing and converting PDFs to various formats and vice versa.</i>			
Image Editing Software	Provision of Adobe Photoshop to support editing of images scanned from books or as separate extractions. The software shall also have at least 3 years license for 10 users.	Vendor to provide Technical description	4	
	<i>The World's best imaging and graphic design software is at the core of just about every creative project, from photo editing and compositing to digital painting, animation, and graphic design.</i>			
Batteries with inverters for Clean Power	Smart ups 5000VA :voltage transfer points, voltage regulation, hot swappable batteries		4	
	2 years repair or replace warranty			
Workflow time	Support 24/7 processing without manual intervention	Vendor to provide Technical description	1	
File handling	Movement of folders and files should be automatic	Vendor to provide Technical description	1	
Durability (High availability)	Vendor must specify and commit to heavy duty operation, Low maintenance as well as long hours of operation to form part of SLA	Vendor to provide Technical description	1	

PARAMETER	TECHNICAL SPECIFICATION	BIDDERS RESPONSE	MAXIMUM SCORE	SCORE AWARDED			
Computer System for installation of the scanner related workflow software	Minimum Specification of the PC <ul style="list-style-type: none"> <li>• Core i9 or M3</li> <li>• 3.7 – 4.5 GHz</li> <li>• RAM 16GB,</li> <li>• Memory SSD 512GB, HDD 1TB</li> <li>• 23” Widescreen monitor (colour calibrated)</li> <li>• Keyboard and mouse</li> </ul>		4				
Certificates	A certificate in either CE,FCC,CB or CCC	Bidder to provide	0.5				
Electrical Requirements	Input :100 -240 VAC,50/60hz	Vendor to describe	0.5				
Training and Warranty	Vendors must commit to: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">3 years' warranty on hardware, software and Support</td> </tr> <tr> <td style="padding: 2px;">Software updates and upgrades</td> </tr> <tr> <td style="padding: 2px;">Onsite and Off-site support for the Hardware and Software components</td> </tr> </table>	3 years' warranty on hardware, software and Support	Software updates and upgrades	Onsite and Off-site support for the Hardware and Software components	Vendor to describe	2	
3 years' warranty on hardware, software and Support							
Software updates and upgrades							
Onsite and Off-site support for the Hardware and Software components							
Training	Training for staff – 3 ICT Officers and 3 Librarians. The training to be provided at the manufacturer's lab (vendor to provide a training schedule and the costing). Training to cover the following; <ul style="list-style-type: none"> <li>✓ Usage of the equipment: usage, support, troubleshooting</li> <li>✓ Usage of the document management Software</li> <li>✓ Certification on image editing software</li> </ul>		5				
Total			70				

---

**Only bidders who score the cut off mark 80% will proceed to the next stage; Financial Evaluation Stage.**

**Stage 3. Financial Evaluation**

- Financial evaluation shall involve checking completeness of financial bids all aspects of the scope must be priced as per the price schedule.
- Presence of a duly filled, signed and stamped tender form and price schedule
- Award shall be based on the most compliant lowest evaluated cost
- Tender sum as submitted and read out during tender opening is absolute and shall not be subject to correction, adjustment or amendment on any way Sec.82 of PPADA 2015
- if the bid which results in lowest evaluated bid price is seriously unbalanced meaning that has inconsistency pricing of identical items of bills of quantity or has any form of front loading of rates, shall lead to disqualification of bidder at the detailed financial evaluation and analysis stage

NB: The prices quoted in the form of tender shall be inclusive of all other costs and taxes.

**Stage 4. Due Diligence**

Knls may prior to award of the tender determine to its satisfaction whether the selected bids will qualify to perform the contract satisfactorily by carrying out a due diligence visit as required

**NB: The bidder shall give a list of major replacement components, mandatory spare parts of the equipment during its life cycle. This is to be determined by the information supplied by the tenderer as regards to local firms that deal with stocking of spare parts for the make/model of equipment.**

**Letters from the local dealers are required.**

A physical check/due diligence on these dealers may be done to confirm the information 3. Prices that do not reflect the prevailing market price shall be rejected

**SECTION IV: GENERAL CONDITIONS OF CONTRACT**

**1. Definitions**

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

- (a) the Purchaser is Kenya National Library Services of, P.O. Box 30573 - 00100, Nairobi. Kenya and includes knls legal representative's successors or assigns.
- (b) "The Contract" means the agreement entered into between the Purchaser and the Supplier, 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 Supplier under the Contract for the full and proper performance of its contractual obligations.

- (c) "The Goods" Goods – Means all equipment machinery, Telepresence equipment and / or other materials which the supplier is required to supply to the purchaser under the contract.
- (d) "The Service" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "The Bidder" means the individual or firm who participates in the tender and submits a bid.

## **2. Application**

2.1 These General Conditions shall apply in all Contracts made by Kenya National Library Services for the procurement of the Goods.

## **3. Country of Origin**

For purposes of this clause "Origin" means where the goods were produced.

## **4. Standards**

4.1 The Services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

## **5. Use of Contract Documents and Information**

5.1 The Candidate shall not, without Kenya National Library Services, pattern, sample, or information furnished by or on behalf of Knls in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without Kenya National Library Service 's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the Property of Kenya National Library Service and shall be returned (all copies Kenya National Library Service on completion of the Tenderer's

5.4 Performance under the Contract if so required by Knls

## **6. Patent Rights**

6.1 The tenderer shall indemnify Kenya National Library Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods / Services or any part thereof in Kenya.

## **7. Performance Security**

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya National Library Service the performance security in the amount specified in Special Conditions of Contract.

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

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

7.4 The performance security will be discharged by Kenya National Library Service and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

## **8. Inspection and Tests**

8.1 Kenya National Library Service or its representative shall have the right to inspect and/or to test the Services to confirm their conformity to the Contract specifications. Kenya National Library Service shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

8.3 Should any inspected or tested Goods fail to conform to the Specifications, Kenya National Library Service may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to Kenya National Library Service.

8.4 Kenya National Library Service's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by Kenya National Library Service or its representative prior to the Goods' delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **10. Delivery and Documents**

10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Kenya National Library Service in its Schedule of Requirements and the Special Conditions of Contract.

## **11. Insurance**

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

## **12. Payment**

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

12.2 Payments shall be made promptly by Kenya National Library Service as specified in the contract.

## **13. Prices**

13.1 Prices charged by the tenderer for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

## **14. Assignment**

14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Kenya National Library Service's prior written consent.

## **15. Subcontracts**

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

## **16. Termination for Default**

16.1 Kenya National Library Service may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

(a) if the tenderer fails to deliver the Service within the period(s) specified in the Contract, or within any extension thereof granted by Kenya National Library Services

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

(c) if the tenderer, in the judgment of Kenya national Library Services has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

## **17. Liquidated Damages**

17.1 If the tenderer fails to deliver of the Service within the period(s) specified in the contract, Kenya National Library Service shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed Service up to a maximum deduction of 10%. After this the tenderer may consider termination of the contract.

## **18. Resolution of Disputes**

18.1 Kenya National Library Services and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may adjudicate in an agreed national or international forum and/or international arbitration.

## **19. Language and Law**

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

## **20. Force Majeure**

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

## **Taxation**

"Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

## **General Conditions of Contract    Local Taxation**

1.0 Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract.

1.1 The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

1.2 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

1.3 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 1.2 above.

## **2.0 Tax Deduction**

2.1 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

2.2 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, and then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

## **3.0 Tax Indemnity**

3.1 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.2 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.2.1 Where the amount in 3.2 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing

## SECTION V: SPECIAL CONDITIONS OF CONTRACT

### 1.0 Introduction

#### TECHNICAL SPECIFICATIONS

PARAMETER	TECHNICAL SPECIFICATION
Book Scan Operating Mode	Must be full automatic
Equipment design	Ergonomic self-standing design
Provision for manual scanning	Yes, must be provided
Scanning Speed	Minimum 2,000 pages/hour
Gentle and distortion free scanning	Must be provided
Page turning	Automatic with process monitoring Weightless mode and single scan technology (no pressure on the book)
Opening angle	Minimum 60 degrees adjustable to a maximum of 120 degrees (60<120)
(Book Cradle) V shaped	Should be suitable for any bound material Asymmetric angle and book cradle adjustment The book cradle has to be adjusted to the book being scanned
Page holding devices	The scanner shall not use physical devices like clamps or similar to flatten pages
Illumination	User and book-friendly LED illumination
Natural/Environmental light	Environmental light must not affect the image quality and scanner shall not require dark rooms during operation.
Resolution	400 ppi/ 400 dpi
Color depth	36-bit
Image types	Color, greyscale, black & white (bitonality)
Flat Scanning Area	Single scan area: A3 size 29.7 x 42 cm (11.7 x 16.5 in)
Book size	Ability to scan a book of 32 cm x 32 cm (12.6 x 12.6 in) page size
Book thickness	Up to 15 cm (5.91 in)
Paper thickness	Recommended spectrum: 40 g/m <sup>2</sup> to 260 g/m <sup>2</sup>
Paper quality	All pages, also acid damaged and wavy pages

PARAMETER	TECHNICAL SPECIFICATION
Covers	All covers (soft and rigid) <i>Universal ability to scan any bound material including temporary binding like spiral binding, saddle stitched, wire binding, slide binders, velo binding or thermo binding</i>
Book age	14 <sup>th</sup> century to date
Storage formats	jpg, tiff, png, pdf (searchable), epub
	Provision of multi storage format conversion
Page metadata	The software shall be able to able to capture all book metadata
Automatic Text Recognition	Must support text extraction
	Must produce a searchable PDF
Optical Character Recognition (OCR)	Must support multiple language option including :English , Kiswahili and Kenya Vernacular languages
Manual scanner integration	The software shall be able to import directly the images ,created on the scanner
Image treatment functions	The software shall offer the following pre and post scanning functionalities: DE-skewing, format conversion, cropping, Brightness/contrast adaption and page rotation
Images	The software shall allow images to be inserted from other sources i.e. book spine, scanned maps(at any position in the book)
	The scanner software shall be able to import directly images, created on the manual scanner
Workflows Software System	software components to include partitions to take care of different users
Workflow management/control	Must provide for batch workflows for automated batch processing
System and User Management	The system must enable user management through access control (rights and privileges of users)
	Support approval management
Quality control stations	Should have at least 2 additional working stations for image processing and quality control
Control workflow	Provision of an automatic workflow control where the operator tasks are reflected
PDF Professional Editor	Adobe Reader Pro DC should be provided with at least three years license for 10 users
	<i>Adobe Professional is a complete PDF solution for reading, annotating, form filling, editing, signing and converting PDFs to various formats and vice versa.</i>

PARAMETER	TECHNICAL SPECIFICATION
Image Editing Software	Provision of Adobe Photoshop to support editing of images scanned from books or as separate extractions. The software shall also have at least 3 years license for 10 users.
	<i>The World's best imaging and graphic design software is at the core of just about every creative project, from photo editing and compositing to digital painting, animation, and graphic design.</i>
Batteries with inverters for Clean Power	Smart ups 5000VA :voltage transfer points, voltage regulation, hot swappable batteries
	2 years repair or replace warranty
Workflow time	Support 24/7 processing without manual intervention
File handling	Movement of folders and files should be automatic
Durability (High availability)	Vendor must specify and commit to heavy duty operation, Low maintenance as well as long hours of operation to form part of SLA
Computer System for installation of the scanner related workflow software	<p>Minimum Specification of the PC</p> <ul style="list-style-type: none"> <li>• Core i9 or M3</li> <li>• 3.7 – 4.5 GHz</li> <li>• RAM 16GB,</li> <li>• Memory SSD 512GB, HDD 1TB</li> <li>• 23" Widescreen monitor (colour calibrated)</li> <li>• Keyboard and mouse</li> </ul>
Certificates	A certificate in either CE,FCC,CB or CCC
Electrical Requirements	Input :100 -240 VAC,50/60hz
Training and Warranty	Vendors must commit to:
	3 years' warranty on hardware, software and Support
	Software updates and upgrades
	Onsite and Off-site support for the Hardware and Software components
Training	<p>Training for staff – 4 technical and 4 non-technical. The training to be provided at the manufacturer's lab (vendor to provide a training schedule and the costing). Training to cover the following;</p> <ul style="list-style-type: none"> <li>✓ Usage of the equipment: usage, support, troubleshooting</li> <li>✓ Usage of the document management Software</li> <li>✓ Certification on image editing software</li> </ul>

**NOTE: Vendor to provide a comprehensive Bill of Materials (Mandatory BOM)**

## SCHEDULE OF REQUIREMENTS

Bidders are required to make a comprehensive list of all the components. It is the responsibility of the bidder to provide all critical components in sufficient quantities. Bidders are required to take to the technical specifications in section VII and note of the following requirements among others:

NO	DESCRIPTION	QUANTITY
1	Automatic Book Scanner	1
2	Computer System for installation of the scanner related workflow software	1
3	Single-scan document scanner (flatbed A0)	1
4	Capturing software with real-time processing	1
5	OCR Enterprise solution with unlimited text recognition	1
6	Batch workflow system for automated batch processing	1
7	Advanced image processing tools package	1
8	Training for staff –3 technical and 3 non-technical. The training to be provided at the manufacturer's lab	6 personnel
9	Smart ups 5000VA	1
10	Batteries with inverters for clean Power	With Uptime of at least 5hrs
11	PDF Professional Editor with 3 years license	1
12	Image Editing Software with 3 years License	1

**Note: All prices shall be documented only in the financial bid document(s)/Price Schedules and Form of Tender submitted separate envelope.**

Vendor must submit a comprehensive bill of materials

## **TERMS OF REFERENCE**

The bidder is required to offer Automatic Book Scanner and Computer System for installation of the scanner related workflow software for the comprehensive responsibilities to Supply, Deliver, Install, Test, Train and Commission of Automatic Book Scanner for knls Virtual Library Digitization Lab, warranty support, and post warranty comprehensive Annual Maintenance Contract (AMC) of the total solution comprising of hardware and software along with perennial licenses as per scope of work.

The bidder is to be fully committed to undertake this engagement in accordance with the scope of work

Knls requires the Bidder to make a visit to the site prior to submission of bid.

## **SCOPE OF WORKS**

Knls will provide the room for the digitization Lab setup at our Maktaba Kuu building 1<sup>st</sup> floor. The Bidder shall execute the entire Scope of Work covered under this tender including Supply, Delivery, Installation, Testing, Training and Commissioning of Automatic Book Scanner for knls Virtual Library Digitization Lab and warranty services for equipment supplied as per the proposed design and to meet the desired objectives.

### **SITE PREPARATION:**

Visit and study the room for the digitization Lab and other infrastructure available on the site and perform required essential installing/implementing various Automatic Book Scanner components under the scope of this tender.

Supply /install components as per the detailed technical specifications provided in Technical specification section. The selected Bidder will only use the acceptable materials and brands with good workmanship to provide Class A finish which is long lasting and easily maintainable.

The training requirements as mentioned in below training section shall be completed after the final acceptance test, the schedule shall be decided in consultation with knls

## **THE UAT (USER ACCEPTANCE TESTING)**

UAT shall include all hardware and software items installed at the Digitization Lab as per the layout and technical specifications and availability of all systems shall be verified. The bidder shall be required to demonstrate all the features / facilities / functionalities. The bidder will arrange the test equipment required for performance verification and will also provide documented test results.

## **TRAINING AND CONTINUOUS KNOWLEDGE**

The Bidder shall conduct onsite training to familiarize Knls's technical team with the operations and maintenance procedures of the Automatic Book Scanner for knls Virtual Library Digitization Lab. The training shall cover all the systems involved in the build of digitization Lab. Training material shall be provided (hard copy and soft copy), which shall include the presentations used for training and also the required relevant documents for the topics being covered. The best solution is only as good as it has been configured. To this end, Knls will require continuous training on the solution proposed and industry training to keep up with the growing trends.

## **DOCUMENTATION**

The Bidder shall be responsible for preparing process documentation related to the operation and maintenance of each component of the Automatic Book Scanner. The prepared process document shall be formally approved and signed off by knls

All documentation related to the Automatic Book Scanner shall be completed and submitted to knls, in hardcopy, before the final acceptance test. Documentation will include but not limited to:

- 1. Operation and Maintenance Manuals:** Operating Manuals will comprise instructions on equipment safety checks, startup and close-down procedures, daily operation and full descriptions of operating features.  
Maintenance Manuals will comprise full descriptive and maintenance details on each and every item of equipment supplied. Suppliers and spare parts references, contacts, telephone numbers, and addresses will be supplied where relevant.
- 2. Equipment Configurations:** Configuration details of individual equipment will be recorded and presented as a part of the documentation.

All the documents will be presented in hard copy (2 sets) and soft copy (2 sets) formats.

The Bidder shall be responsible for preparing documentation required for certification wherever applicable or as required by knls.

## **ADDITIONAL NOTES TO BIDDERS**

### **DAMAGE TO EXISTING EQUIPMENT**

Damage attributable to the Contractor (or the Contractor's agents and/or assignees) to any of the existing plant or equipment or systems will be repaired or replaced at the Ministry's specification. All costs associated with such repairs and/or replacements will be borne by the Contractor on a cost-plus basis.

## VARIATION OF SCOPE OF WORK

Knls reserves the right at the time of the contract to vary the scope of the work, including amending the quantity of the data points, goods and materials. Such amendments should not result in any changes to any unit prices, other than where pricing was expressly specified to be subject to discount or other reduction on account of higher volume.

## BIDDER'S RESPONSIBILITIES

The bidder shall do the work with due care and diligence and in accordance with the contractual agreement terms as signed in the contract and in strict adherence to best industry practices.

## WARRANTY AND SUPPORT

The Bidder shall be required to give a warranty of 3 years. The Bidder shall warrant that all the work installations and equipment are free from defects and if any defect is discovered; then the Bidder shall take immediate action to replace the damaged device as required during the warranty period.

## PRICE SCHEDULE

NO	DESCRIPTION	QUANTITY	Unit Price	Total Price inclusive of VAT
1	Automatic Book Scanner	1		
2	Computer System for installation of the scanner related workflow software	1		
3	Single-scan document scanner (flatbed A0)	1		
4	Capturing software with real-time processing	1		
5	OCR Enterprise solution with unlimited text recognition	1		
6	Batch workflow system for automated batch processing	1		
7	Advanced image processing tools package	1		
8	Training for staff – 3 technical and 3 non-technical. The training to be provided at the manufacturer's lab	6 personnel		
9	Smart ups 5000VA	1		
10	Batteries with inverters for clean Power	With Uptime of at least 5hrs		
11	PDF Professional Editor with 3 years license	1		
12	<b>Image Editing Software with 3 years License</b>	<b>1</b>		

**Note: All prices shall be documented only in the financial bid document(s)/Price Schedules/Form of Tender submitted in a separate envelope**

**TENDER FORMS**

To: Kenya National Library services  
NAIROBI. Kenya.

Gentlemen and/or Ladies:

Having examined the Tender documents including, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **TO SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOMATIC BOOK SCANNER FOR knls VIRTUAL LIBRARY DIGITIZATION LAB** in conformity with the said Tender documents for the sum of or such other sums as may be ascertained in accordance with the Schedule of Rates attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to provide the service in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Tender for a period of 120 days from the date fixed for Tender opening under Clause 5 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.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021  
[signature] [in the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

**TENDER SECURITY FORM**  
**(To be on the Letterhead of the Bank)**

Whereas \_\_\_\_\_ (hereinafter called "the Tenderer") has submitted its tender date \_\_\_\_\_ for the provision of

\_\_\_\_\_ (hereinafter called "the Tender").  
KNOW ALL PEOPLE by these presents that  
WE

\_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Bank"),  
are bound unto \_\_\_\_\_ (hereinafter called "the Employer") in the sum for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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  
If the Tenderer, having been notified of the acceptance of its Tender by the Employer 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 Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

\_\_\_\_\_  
(Signature of the Bank)

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 2021 between Kenya National Library Services of Kenya (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited tenders for Tender for Supply, Delivery, Configuration, Testing and Commissioning of Virtual Library Tier 2 Data Center and ancillary services, viz., Provision of Goods and has accepted a tender by the Contractor for the provision of the supply in the sum of \_\_\_\_\_ (words) \_\_\_\_\_ (figures] (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

1. 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 General Conditions of Contract;
- (d) the Special Conditions of Contract; and
- (e) the Employer's Notification of Award.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the Goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed for the Employer in  
the presence of:

Ag. Chief Executive Officer -----

WITNESS -----

Signed for the Contractor in  
the presence of:

DIRECTOR

SECRETARY

**PERFORMANCE SECURITY FORM**  
**(To be on the Letterhead of the Bank)**  
To: Kenya National Library Service,

**NAIROBI. KENYA**

**WHEREAS**

\_\_\_\_\_ [name of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2021 to provide

\_\_\_\_\_ (hereinafter called "the Contract").

**AND WHEREAS**

it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein Performance Security for compliance with the Contractor's performance obligations in accordance with the Contract.

**AND WHEREAS**

we have agreed to give the Contractor a guarantee:

**THEREFORE**

We hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, \_\_\_\_\_ up \_\_\_\_\_ to \_\_\_\_\_ a \_\_\_\_\_ total

\_\_\_\_\_ (words) \_\_\_\_\_ (figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_

\_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Signature and seal of the Guarantors

[name of bank]

[address]

[date]

**MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name \_\_\_\_\_ of  
Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

**Part 1 – General**

Business Name.....Certificate of Incorporation /  
Registration  
No.

.....Location of business premises:  
Country .....Physical address  
.....Town

Building.....  
Floor..... Plot No.

Street / Road .....Postal Address .....  
Postal / Country Code..... Telephone No's.....  
Fax No's. ....E-mail address .....

Website .....  
Contact Person (Full Names) ..... Direct / Mobile No's.....  
Title ..... Power of Attorney (Yes / No)

If yes, attach written document.

Nature of Business (Indicate whether manufacturer, distributor,  
etc) .....

(Applicable to Local suppliers only)

Local Authority Trading License No. .... Expiry Date .....  
Value Added Tax  
No.....

Value of the largest single assignment you have undertaken to date (US D/Kshs)

.....  
Was this successfully undertaken? Yes / No. .... (If Yes, attach reference)

Name (s) of your banker  
(s)

..... Branches .....  
Tel. No's.

**Part 2 (a) – Sole Proprietor (if applicable)**

Full names

.....  
Nationality..... Country of Origin.....

.....  
Company Profile ..... (Attach brochures or annual reports in case of public company)

**Part 2 (b) –**

**Partnerships** (if applicable) Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

- 1. ....
- 2. ....

Company Profile ..... (Attach brochures)

**Part 2 (c) – Registered Company (if applicable - as per the CR12 form)**

Private or public .....

Company Profile ..... (Attach brochures or annual reports in case of public companies) State the nominal and issued capital of the Company

Nominal Kshs

.....  
Issued Kshs

.....  
List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows: - Full Names Nationality Citizenship Details Shares

- 1.....
- 2.....

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KNLS and any other public or private institutions.

Full Names.....  
Signature.....

.....  
.....

Dated this .....day of .....2021 In the capacity of.....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Bankruptcy / Insolvency / receivership.**

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full

Names.....

Signature

..... Dated this  
..... day of .....2021 In the capacity of

.....  
Duly authorized to sign Tender for and on behalf of .....

**Part 2 (f) – Criminal  
Offence**

I/We, (Name (s) of  
Director (s)):-

a) .....

b) .....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

...

....

For and on behalf of M/s

.....

In the capacity of .....

Dated this .....day of .....2021

Suppliers' / Company's Official Rubber Stamp .....

**Part 2 (g) – Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a) .....

b) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2021

Suppliers' / Company's Official Rubber Stamp

.....

**Part 2 (h) – Interest in the Firm:**

Is there any person/persons in Knls or any other public institution who has interest in the Firm?

Yes/No ..... (Delete as necessary) Institution .....

.....  
(Title) (Signature) (Date)

**Part 2(i) – Experience:**

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the last seven years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							

**Part 2 (i or j) – Bank account details:**

AGPO firms must provide evidence from their bank that the account to which Knls shall make payment has a youth or a woman or a PWD listed in the CR12 form/partnership deed/sole proprietor certificate as a MANDATORY signatory of that account, - Sec.157 (11) of PPADA:

Account No.....Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate...../.....

ID No (s)...../.....Signature and stamp of the authorized Banker Representative.....Date.....

**Part 2(j or k) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give knls authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, Clients etc.

Full names .....

Signature.....

For and on behalf of M/s .....

In the capacity of

.....

Dated this ..... day of .....20...

Suppliers' / Company's Official Rubber Stamp

**SITE VISIT CERTIFICATE**

This is to certify that **(IN BLOCK LETTERS)**  
Name:

Cell Phone No:

Email:.....

Being the authorized representative of (IN BLOCK LETTERS)

M/s [Firm/Company] .....  
.....

Official Tel No

Official Email

Visited on..... DATE.....

**OFFICIAL USE: -**

Signed \_\_\_\_\_

Name of Knls Representative and Designation

.....

**NOTE:**

1. This form is to be completed at the time of site visit.
2. Bidder to bring along with him duly filled site visit certificate during the site visit.

**BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[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 bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank 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 bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]