



REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY, INSTALLATION, TESTING, IMPLEMENTATION AND COMMISSIONING AND OF AN E-BOARD SOFTWARE/SYSTEM AND HARDWARE -REPEAT

REQUEST FOR PROPOSAL NUMBER: Knls /RFP/005/2018-2019

CLOSING DATE: 29th MAY, 2019

AT 2.00 P.M. EAST AFRICAN TIME

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SECTION 1: INVITATION TO TENDER

Knls/RFP/005/2018-2019: REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY, INSTALLATION TESTING, IMPLEMENTATION AND COMMISSIONING OF AN E-BOARD SYSTEM /SOFTWARE AND HARDWARE - REPEAT

- 1.1 Kenya National Library Service (knls) is a state corporation whose mandate is to promote, establish, equip, manage, maintain and develop libraries in Kenya.
- 1.2 Knls has implemented various solutions that have automated most of its business processes. However, the business processes on board meetings are largely handled manually, knls intends to leverage on the advancement in technology to deploy the state of the art solutions to automate the Board business processes. Knls is seeking bids from competent bidders to supply and install a state of the art E-board system and hardware .
- 1.3 Knls invites sealed tenders from eligible and competent bidders for Supply, Delivery, Installation, and Implementation, Testing and Commissioning of E- board software and, hardware.
- 1.4 A complete set of bidding documents may be purchased by interested bidders upon payment of a non-refundable fee of Kenya Shillings 1,000/= (One Thousand Shillings Only) in form of a bankers cheque payable to knls or deposited in knls KCB account No. 1103249614 , Milimani Branch.
- 1.5 The document may also be downloaded from the IFMIS suppliers' portal:
Supplier.treasury.go.ke/Public Procurement Information Portal and/ or knls website: www.knls.ac.ke free of charge. Bidders who download the tender document must arrange to register with knls the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be.
- 1.6 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.7 Bidders are required to serialize/paginate their tender document before submitting.
- 1.8 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box on 3rd Floor, situated on the 3rd floor, Mumias Road/Oldonyo Sabuk Road Junction, Buruburu, Nairobi, **on or before 2.00 p.m. local time on 29th May, 2019 and** be addressed to;

The Director
Kenya National Library Service
P.O. Box 30573 -00100
NAIROBI.
Tel: +252 20 2725550/1
Email: knls@knls.ac.ke

1 SECTION II - INSTRUCTIONS TO TENDERERS

1.1 Eligible Tenderers

- 1.1.0** This invitation to tender is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 1.1.1** Knls employees, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 1.1.2** Tenderers shall provide the qualification 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 the firm or any of its officials 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 purpose of this invitation to tender.
- 1.1.3** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

1.2 Cost of Tendering

- 1.2.1** 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
- 1.2.2** The price to be charged for the tender document shall not be applicable.

1.3 Contents of Tender Documents

- 1.3.1** The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of particulars/Requirements of tender
- (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) Authorization Form

(xiii) Declaration form

- 1.3.2** The Tenderer is expected to examine all instructions, forms, terms and particulars 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.

1.4 Clarification of Tender Documents

- 1.4.1** A prospective tenderer making inquiry on the tender documents may notify Knls in writing by post or by email at Knls address indicated in the Invitation to Tender. Knls will respond in writing to any request for clarification of the tender documents, which it receives not 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 candidates who have received the tender documents.
- 1.4.2** 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.

1.5 Amendment of Tender Documents

- 1.5.1** 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.
- 1.5.2** 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.
- 1.5.3** 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.

1.6 Language of Tender

- 1.6.1** 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.

1.7 Documents Comprising the Tender

- 1.7.1** The tender prepared by the tenderer shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) Tender security furnished in accordance with paragraph 2.12 (d) confidential business questionnaire.

1.8 Form of Tender

- 1.8.1** The tenderer shall complete the Form of Tender and the appropriate Price Schedules **furnished in the tender documents, indicating the services to be performed.**

1.9 Tender Prices

- 1.9.1** The tenderer shall indicate on Price Schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 1.9.2** Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 1.9.3** 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
- 1.9.4** Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 1.9.5** Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 1.9.6** Price variation requests shall be processed by Knls within 30 days of receiving the request.

1.10 Tender Currencies

- 1.10.1** Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix to instructions to tenderers.

1.11 Tenderers Eligibility and Qualifications

- 1.11.1** Pursuant to paragraph 2.1.1 and 2.1.2 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.
- 1.11.2** The documentary evidence of the tenderers eligibility to perform the contract if its tender is accepted shall establish to the Knls satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

1.12 Tender Security

1.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

1.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price

1.12.3 The tender security 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.

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

- a) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit.
- e) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or Women Enterprise Fund

1.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by Knls as non-responsive, pursuant to paragraph 2.22

1.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

1.12.7 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

1.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity
- (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
- (c) If the tenderer rejects a correction of an arithmetic error in the tender.

1.13 Validity of Tenders

- 1.13.1** Tenders shall remain valid for **120 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Knls as non-responsive
- 1.13.2** 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.

1.14 Format and Signing of Tenders

- 1.14.1 Bidders 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.
- 1.14.2 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.
- 1.14.3 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.

1.15 Sealing and Marking of Tenders

- 1.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as **"ORIGINAL TENDER"** and **"COPY OF TENDER"**. The envelopes shall then be sealed in an outer envelope.
- Be addressed to Knls at the address given in the Invitation to Tender
 - Bear tender number and name in the Invitation to Tender and the words, **"DO NOT OPEN BEFORE 29th May, 2019 at 2.00pm"**
- 1.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 1.15.3 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.

1.16 Deadline for Submission of Tenders

- 1.16.1 Tenders must be received by Knls at the address specified under paragraph 2.15.1 no later than **29th May, 2019 at 2.00pm"**
- 1.16.2 Knls may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6 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.
- 1.16.3 Bulky tenders which will not fit in the tender box shall be received by Knls as provided for in the appendix.

1.17 Modification and Withdrawal of Tenders

- 1.17.1** 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 tenders, is received by Knls prior to the deadline prescribed for submission of tenders.
- 1.17.2** 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 fax or email but followed by a signed confirmation copy, marked not later than the deadline for submission of tenders.
- 1.17.3** No tender may be modified after the deadline for submission of tenders.
- 1.17.4** No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 1.17.5** Knls may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 1.17.6** 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.

1.18 Opening of Tenders

- 1.18.1** Knls will open all tenders in the presence of tenderers' representatives who choose to attend, at 2.00p.m. on 29th May, 2019 and in the location specified in the Invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 1.18.2** The tender's 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.
- 1.18.3** Knls will prepare minutes of the tender opening.

1.19 Clarification of Tenders

- 1.19.1** 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 of the tender shall be sought, offered, or permitted.
- 1.19.2** 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.

1.20 Preliminary Examination and Responsiveness

- 1.20.1** Knls will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 1.20.2** 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 1.20.3** Knls may waive any minor informality or non-conformity 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.
- 1.20.4** Prior to the detailed evaluation, pursuant to paragraph 2.20, 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.
- 1.20.5** 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.

1.21 Conversion to Single Currency

- 1.21.1** 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 Central Bank of Kenya.

1.22 Evaluation and Comparison of Tenders

- 1.22.1** Knls will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 1.22.2** The comparison shall be of the price including all costs as well as duties and taxes payable on all materials to be used in the provision of the services.
- 1.22.3** The Knls evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.22.5 and in the technical specifications:
- a. Operational plan proposed in the tender;
 - b. deviations in payment schedule from the specifications in the Special Conditions of Contract;

1.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied

a) Operational plan

Knls requires that the service under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the 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 of 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.

1.22.5 The tender evaluation committee shall evaluate the tender within the stipulated time of the validity period from the date of opening the tender.

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

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

1.23 Contacting Knls

1.23.1 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.

1.23.2 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.

1.24 Award of Contract

1.24.1 Post-Qualification

- 1.24.1.1 In the absence of pre-qualification, Knls will verify and 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.
- 1.24.1.2 The determination will take into account the tenderer financial, technical, and production 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
- 1.24.1.3 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.

1.24.2 Award Criteria

- 1.24.2.1 Subject to paragraph 2.9 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.

1.24.3 Knls entity's Right to Vary quantities

- 1.24.3.1 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 action. If Knls determines that none of the tenders is responsive, Knls shall notify each tenderer who submitted a tender
- 1.24.3.2 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.

1.25 Notification of Award

- 1.25.1** Prior to the expiration of the period of tender validity, Knls will notify the successful tenderer in writing that its tender has been accepted.
- 1.25.2** 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 2.27. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.
- 1.25.3** 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

1.26 Signing of Contract

- 1.26.1** 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.
- 1.26.2** Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Knls.
- 1.26.3** 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.

1.27 Performance Security

- 1.27.1** 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.
- 1.27.2** Failure of the successful tenderer to comply with the requirements 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 Candidate or call for new tenders.

1.28 Corrupt or Fraudulent Practices

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 and will not be involved in corrupt or fraudulent practices. When used in the present regulations; the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Knls, and includes collusive practice among tenderer (prior

to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive Knls of the benefits of free and open competition;

1.28.1 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.

1.29 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.

INSTRUCTION TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
6.1 (MR-8)	Bidders MUST submit Manufacturers Authorizations or letter of product ownership
6.1 (MR9)	The tender security shall be Kshs. 50,000.00 (Kshs. Fifty Thousand only) in the form of a bank guarantee from a reputable bank or a Financial Institution approved by PPRA
2.1.5(b)	The closing date for the tender shall be, 29th May,2019 at 2.00pm
6.1	<p><u>Tender Evaluation</u> Mandatory Requirements The bidder MUST provide the following statutory documents.</p> <ul style="list-style-type: none"> a) Duly filled, Signed & Stamped Request for Proposal Form b) Attach a copy of Certificate of Incorporation/Registration in Kenya c) Submit Tax Compliance Certificate valid at the time of opening. Knls shall confirm the Certificate from KRA tax checker. d) All pages (Original and Copy) of the tender documents MUST be serialized & initialized by the tenderer including the attachments to the bid document e) Duly filled and signed Confidential Business Questionnaire f) Duly Filled and Signed Declaration of Undertaking not to engage in corrupt fraudulent practice. g) Certificate of Confirmation of Directors and Shareholding (CR12) (Evidence of identity to prove youth, PWD and women in the enterprise)/ ID card for Sole Proprietorship h) Must submit Manufacturers Authorizations or letter of product ownership i) Bid Bond of Kshs 50,000.00 j) Must submit brochures/ technical literature

	<p>Bidders Must have set of their documents paginated</p> <p>a) (Serialized) to ensure compliance with section 78(5) of Public procurement and Assets Disposal Act, 2015. (From the first page in format 1,2,3,4.....to the last page)</p>
6.2	<p>ii) Technical Evaluation</p> <p>The bidder shall be required to meet the minimum technical requirements to proceed to the Financial Evaluation stage. The minimum score required to proceed in this case shall be 80 points.</p>
6.3	<p>iii) Financial Evaluation</p> <p>The below criteria will be used for financial evaluation.</p> $Financial\ Score = 100 * \left(\frac{Lowest\ Quoted\ Amount}{Bidder\ Quoted\ Amount} \right)$ <p>The bidder with the highest total points for technical and financial evaluation shall be awarded this Tender.</p>
2.27	<p>The Performance Security shall be charged at 10% of the total bid amount</p>

1.30 SPECIAL NOTES TO ALL TENDERERS

- 1.30.1** The Tenderer is required to check the number of pages in this document and should any be found to be missing or the figures indistinct, he must inform the Knls officers at once and have the same rectified. Should the Tenderer be in doubt about the precise meaning of any item, words or figures, or for any reason whatsoever observe any apparent omission of words or figures, he must inform the Knls in order that the correct meaning may be decided upon before the date for the submission of the tenders.
- 1.30.2** The Tenderer shall not alter or otherwise qualify the text of these specifications. Any alteration or qualification made without prior notification to Knls and receipt of his written authority will be ignored and the text of the specification as printed will be adhered to.
- 1.30.3** The Tenderer will be required to submit his tender in accordance with the specifications and all conditions in this tender document.
- 1.30.4** Tenderers may make a site inspection at their own cost to verify the scope of the specified works before tendering. Arrangement for accessing the site during tendering process will be made with the **Principal Supply Chain Officer, Knls**. No claims for lack of information will be entertained after opening of the tenders.
- 1.30.5** Knls will expect the highest quality of workmanship. Therefore, workmanship below the expected standards will be replaced at the cost of the Contractor.
- 1.30.6** All prices quoted shall be **in Kenya Shillings** inclusive of all Government taxes and no claims for lack of understanding or omission in this regard will be accepted after the award of the tender. Therefore, Tenderers are required to ask for clarifications where and if necessary before submitting their tenders.
- 1.30.7** The Tenderer shall include all preliminaries e.g. insurance, security etc. in the priced items. A separate claim for preliminaries will not be honoured.
- 1.30.8** The tender shall remain valid for 120 days from the date of tender opening.
- 1.30.9** Payment for the works will be made upon certified sectional completion less retention. No claim for advance payment will be entertained.
- 1.30.10** The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the site. He/she will be required to cart away all debris or unwanted materials from the site with respect to these works at his own cost.
- 1.30.11** Security of Knls property within the contract works will be the responsibility of the Contractor.
- 1.30.12** 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 from Knls.

- 1.30.13** The sites for the works are inside knls office located at BuruBuru. The successful Tenderer will at all times make sure that Knls operations and those users of the premises are NOT subjected to undue inconvenience throughout the entire contract period.
- 1.30.14** If the supplier has any specific conditions with regard to this tender, he should specify them with the tender. Such conditions will not be accepted after the award of the tender.
- 1.30.15** The Tenderer shall provide a Tender Security of at least Kshs 50,000.00 (Kenya shillings One Hundred thousand) **from a commercial bank or insurance company approved by PPRA.** The form of Tender Security is described and format provided in this Tender Document.

2 SECTION III - GENERAL CONDITIONS OF CONTRACT

2.1 Definitions

2.1.1 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 all the materials and incidentals, which the tenderer is required to provide to Knls under the contract
- (d) "Knls" means the organization sourcing for the services under this contract.
- (e) "The Contractor" means the organization or firm procuring the particulars of tender under this Contract.
- (f) "GCC" means the General Conditions of Contract
- (g) "SCC" means the Special Conditions of Contract
- (h) "Day" means calendar day

2.2 Application

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

2.3 Standards

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

2.4 Use of Contract Documents and Information

2.4.1 The tenderer shall not, without Knls prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, 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.

2.4.2 The tenderer shall not, without Knls prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

2.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of Knls and shall be returned (all copies) to Knls on completion of the Tenderer's performance under the Contract if so required by Knls

2.5 Patent Rights

2.5.1 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.

2.6 Performance Security

- 2.6.1** 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.
- 2.6.2** 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.
- 2.6.3** 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 bank guarantee.
 - (c) Such insurance company guarantee approved by the Authority.
 - (d) A letter of credit.
- 2.6.4** The performance security will be discharged by Knls and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

2.7 Inspection and Tests

- 2.7.1** Knls or its representative shall have the right to inspect and/or to test the 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.
- 2.7.2** The inspections and tests may be conducted in 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.
- 2.7.3** 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 make specification requirements free of costs to Knls.
- 2.7.4** Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

2.8 Payment

- 2.8.1** The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 2.8.2** Payments shall be made promptly by Knls as specified in the contract.

2.9 Prices

- 2.9.1** Prices charged by the tenderer for services performed and installation 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 contract shall be made except by written amendment signed by the parties.

2.10 Assignment

- 2.10.1** The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Knls prior written consent.

2.11 Termination for Default

- 2.11.1** 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 deliver any or all of the services within the period as 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.
- 2.11.2** 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, services similar to those undelivered, and the tenderer shall be liable to Knls for any excess costs for such similar services.

2.12 Termination of insolvency

- 2.12.1** Knls may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation of the contractor, provided that such termination will not produce or affect any right of action of remedy, which has accrued or will accrue thereafter to Knls.

2.13 Termination for Convenience

- 2.13.1** 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.
- 2.13.2** 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.

2.14 Resolution of Disputes

- 2.14.1** Knls and the contractor 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.
- 2.14.2** 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 require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

2.15 Language and Law

- 2.15.1** The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC.

2.16 Force Majeure

- 2.16.1** The tenderer 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.

2.17 Notices

- 2.17.1** Any notices given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified in the bid document.
- 2.17.2** A notice shall be effective when delivered or on the notices effective date, whichever is later.

3 SECTION IV - SPECIAL CONDITIONS OF CONTRACT

3.1.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

3.1.2 Special Conditions of Contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.8.1	Payment will be made as agreed in the contract. Price adjustments will not be allowed.
3.14.1	Both parties shall agree on the appointment of an arbitrator for the resolution of any disputes, failure to concur, the arbitrators shall be appointed by the chairman or vice chairman of the Institute of Arbitrators Kenya Branch.

4 SECTION V – TERMS OF REFERENCE

4.1 OBJECTIVE OF THE ASSIGNMENT

In view of the problem statement, knls desires to:

- i. Implement an e-board system that will address the computerization of the entire Board, Board Committees and Management Meetings
- ii. Facilitate the dissemination/distribution of board papers in soft copies;
- iii. Improve efficiency and minimize costs by providing flexible, alert notification to Directors and senior staff whenever the board papers have been posted in the system. The notifications shall be in the form of emails and SMS
- iv. Ensure that the knls users and IT administrators are suitably trained and equipped in the usage of the System.

4.2 SCOPE OF WORK

The scope of work includes: -

- a. The Supply, Installation and Commissioning of an e-board system with a web interface.
- b. Supply, Delivery and Testing of IPAD specs fourteen (14) pcs
- c. Supply and installation/setup of the appropriate software, licenses and kits.
- d. Migration of data from manual systems.
- e. Training of users: End users (**10**) and Senior Management Staff (**25**) in numbers
- f. Provision of Service Level Agreement after successful commissioning (go-live) of system.
- g. Provision of support after go live
- h. Preparation and timely submission of project reports.

IPAD SPECIFICATIONS

Display

- ✚ Type: LED-backlit IPS LCD capacitive touchscreen, 16M colours
- ✚ Size: 9.7 inches (~71.6% screen-to-body ratio)
- ✚ Resolution: 1536 x 2048 pixels (~264 ppi pixel density)
- ✚ Multitouch: Yes
- ✚ Protection: Scratch-resistant glass, oleo phobic coating
- ✚ True-Tone Display

Platform

- OS: iOS 11.1
- Chipset: Apple A9X
- CPU: Dual-core 2.16 GHz (Twister)
- GPU: Power Series 7 (12-core graphics)

Memory

- Internal: 128 GB, 2GB RAM DDR3

Camera

- Primary: 12 MP, f/2.2, 29mm, phase detection autofocuses, dual-LED (dual tone) flash
- Features: 1/3" sensor size, 1.22 µm pixel size, geo-tagging, simultaneous 4K video and 8MP image recording, touch focus, face/smile detection, HDR (photo/panorama)
- Video: 2160p@30fps, 1080p@30/60fps, 1080p@120fps, 720p@240fps
- Secondary: 5 MP, f/2.2, 31mm, 1080p@30fps, 720p@240fps, face detection, HDR, panorama

Sound

- ❖ Loudspeaker: Yes, with 4 stereo speakers
- ❖ 3.5mm jack: Yes

Network

- Technology: GSM / CDMA / HSPA / EVDO / LTE
- SIM: Nano-SIM/ Apple SIM (US & UK)
- Apple Pencil stylus

Communication

- ✚ WLAN: Wi-Fi 802.11 a/b/g/n, dual-band
- ✚ Bluetooth: v4., A2DP, EDR
- ✚ GPS: Yes, with A-GPS, GLONASS
- ✚ Radio: No

⚡ USB: v2., reversible connector

Other Required features

- Sensors: Fingerprint, accelerometer, gyro, compass
- Messaging: I Message, Email, Push Email, IM
- Browser: HTML5 (Safari)
- Active noise cancellation with dedicated mic
- Siri natural language commands and dictation
- iCloud cloud service
- iCloud Keychain
- TV-out

Maps

- ✓ Audio/video player/editor
- ✓ Organizer
- ✓ Photo viewer/editor
- ✓ Document viewer/editor
- ✓ Voice memo
- ✓ Predictive text input

Battery

- Non-removable Li-Ion battery (27.9 Wh)

Network

- 4G

4.3 DURATION FOR THE ASSIGNMENT

It is envisaged that the entire implementation duration will be a maximum of **2 months**. However, bidders are encouraged to propose a lesser duration as may be practically possible while meeting all the requirements of the Terms of Reference.

4.4 ADMINISTRATIVE AND REPORTING FRAMEWORK

The contractor will be responsible to the Director of knls, through the appointed Project Manager on all matters of the project. The contractor will work closely with the knls technical and IT staff. The Client will provide the following inputs:

- i. Relevant reference material
- ii. Facilitate access to appropriate knls and stakeholder officers.
- iii. Meetings with relevant institutions as and when required.
- iv. Working area for project consultants

4.5 DELIVERABLES

- i. Project Kick off Stage
- ii. System Configuration Stage
- iii. Supply and Delivery of iPads
- iv. Training Stage
- v. User Testing and Go Live Stage

4.6 TERMS OF PAYMENT

The terms of payments to the bidder will be as below:

- i. The payment will be made in Kenya Shillings or currency of tender.
- ii. Payments shall be tied to deliverables as per below schedule.
- iii. Be made per the conditions of contract.

4.7 METHODOLOGY

The bidder should clearly provide information regarding the implementation methodology, which the bidder utilizes. This should be framed in terms of the various stages associated with the implementation. In addition, the bidder should identify the tools utilized for maintaining the project schedule and required resources.

4.8 TRAINING

Knls attaches great importance to the training of its staff at different levels including system support, database administrators, operational personnel and end users.

- The successful supplier of the solution will be required to provide training as an essential part of the contract. The supplier will conduct training using the most efficient and effective techniques and use qualified personnel.
- Training for the system administrators must be instructor-led.
- Training for end users will be on-site and scheduled per user roles.

4.9 SERVICE LEVEL AGREEMENT

- 4.9.1** The supplier must demonstrate capability to offer post commissioning support services on Service Level Agreement basis, within Kenya, for entire contract period after date of commissioning of the system.
- 4.9.2** Documentation or a clear statement of undertaking, committing the bidder to provide the Service Level Agreement, must be included in the proposal.
- 4.9.3** Bidders must include a sample Service Level Agreement that describes the Service Level Agreement terms and conditions. During Service Level Agreement period, the contractor will be required to work after hours to fix problems that would negatively impact normal operations of the Board.
- 4.9.4** Advise Knls on bandwidth management practices.

5 SECTION VI: TENDER EVALUATION AND AWARD

The received tenders will be evaluated in three stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements;
2. Stage 2: The Technical Evaluation (compliance with Technical Specifications to deliver the service).
3. Stage 3: The Financial Evaluation.

5.1 Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents: Bidders must supply copies of the required documents

NO REQUIREMENTS

- | | |
|------|--|
| MR1 | Duly filled, Signed & Stamped Request for Proposal Form |
| MR2 | Attach a copy of Certificate of Incorporation/Registration in Kenya |
| MR3 | Submit Tax Compliance Certificate valid at the time of opening. Knls shall confirm the Certificate from KRA tax checker. |
| MR4 | All pages (Original and Copy) of the tender documents MUST be serialized & initialized by the tenderer including the attachments to the bid document |
| MR5 | Duly filled and signed Confidential Business Questionnaire |
| MR6 | Duly Filled and Signed Declaration of Undertaking not to engage in corrupt fraudulent practice. |
| MR7 | Certificate of Confirmation of Directors and Shareholding (CR12) (Evidence of identity to prove youth, PWD and women in the enterprise)/ ID card for Sole Proprietorship |
| MR8 | Must submit Manufacturers Authorizations or letter of product ownership |
| MR9 | Bid Bond of Kshs 50,000.00 |
| MR10 | Must submit brochures/ technical literature |
| MR11 | Bidders must submit Two (2) copies of the required documents |

5.2 Technical Requirements

Bidders who meet the mandatory requirements shall be technically evaluated. Use the term (FC: Fully Compliant, PC: Party compliant or NC: Non-Compliant on the bidder response) also specify references to your evidences.

Evaluation Criteria

No	Specification	Requirement	Supplier Response	Max Score
1	Bidder Qualifications			
	Number of Years in IT Business in Kenya in eboard system implementation and deployment	5 Years (<i>5 Marks for 5 years/Prorated for less</i>)		5
	Number of IT personnel & support staff in Kenya	At least 3 (<i>2 Marks for 3, Prorated for Less</i>)		6
	Support	Availability of Local support in Kenya (<i>Attach copies such as reseller agreements or relevant proof</i>)		2
2	Security & Infrastructure (show details in your proposal for each. Each has all or no marks)			
	Password encryption	All passwords must be encrypted using a minimum of 128 Bit encryption.		4
	Controlled Access	User roles & privileges to control what users can view/modify/delete		4
		Must be a Web Based service accessible over the internet		6
	Cloud Based	The system must be hosted and allow access over the internet on 24 x 7 basis from anywhere in the world.		6
	Redundancy & Backup	The system should be hosted in at least 2 separate locations which are being backed up daily. In the event of the failure of one of the data centres, all requests should be automatically directed to the backup data centre. (<i>3marks for each location</i>)		6

	Security Protocols	System must provide secure protocols such as HTTPS/SSL to access the site		4
	Availability	<p>The solution provider must be willing to provide a Service Level Agreement committing to the following: -</p> <ul style="list-style-type: none"> • Give 99% and above availability assurance. • Data backup is the responsibility of supplier as the solution is on cloud • The provider must have support matrix for the system and assure less than 3 hours call to fix times <i>(full marks for copy of Draft SLA with required details provided)</i> 		10
	Accessibility	Users should be able to access all modules of the system using a PC, Laptop, iPad, Android Tablet, Smart phone with a browser and an internet connection. <i>(show details in proposal)</i>		5
	Administration	Provide an administration module so the custodian of the system can add/suspend users, give access rights and privileges to different users and setup basic system setups i.e. The system should have an Admin portal and user portal. <i>(show details in proposal)</i>		5
		The system must run with multiple users logged in.		4
		User training available and takes at least 3 days <i>(use the activity/work Schedule form to draw the training plan)</i>		6
3	Board Pack & Meeting Management (show reference details in proposal or brochure)			
	Upload Board Packs	The system must have a Document Management System and have controlled upload capabilities by certain users of Board documents in various formats including .pdf, .doc, .docx, .xls, .xlsx, .ppt, .pptx etc		4
	E-signature Module	The system should have built- in signature capabilities		2
	Update Users	Inform users once document relevant to them have been uploaded by email		2

	Committee Meetings and member management	Handle all document and users for Board committees in a manner like the main Board Access to current roster of board and committee members, key member data such as contact information, bio data etc. Automatic tracking and reporting of time and expectations. Provide regular email digests with basic information on meeting schedules, links to meeting materials and assigned tasks		2
	Calendar	Maintain Board & Committee Calendars and send reminders to users before the meeting dates.		2
	Voting	Allow users to vote on polls/questions online		2
	Audit of Compliance	Allow the company to provide external entities with temporary and restricted access only to compliance documents for the purpose of Audit		2
	Storage	System should have capability to store corporate plans such as business and strategic plans, financial forecasts and board committee calendars.		2
	Compliance Setup	Allow knls to setup multiple types of compliance with various regulatory bodies		2
4	End User Apps and Integration			
	iPad App/ Android App	Provide an App to be used on the iPad or Android device that can be accessed offline. The System should have ability to allow members to video conference within the system. The system should be able to integrate with I eternal main board i.e. switch board and any other office line		7
		Total Score		100

5.3 Technical Evaluation

The bidder shall be required to meet ALL the minimum requirements in order to proceed to the Financial Evaluation stage. The minimum score required to proceed in this case shall be 80 points.

5.4 Financial Evaluation

The financial evaluation will have tabulated as follows:

$$\text{Financial Score} = \left(\frac{\text{Lowest Quoted Amount}}{\text{Bidder Quoted Amount}} \times 100 \right)$$

The bidder with the highest total points for technical and financial evaluation shall be awarded this Tender.

STEP 3: FINANCIAL EVALUATION

This will include the following: -

- a) Confirmation and considering price schedule duly completed and signed
- b) Conducting a financial comparison
- c) Correction of arithmetical errors

5.5 Combined Technical and Financial Scores

The following formula shall be used $T.S (80\%) + F.S (20\%) = T.T.L (100\%)$

- T.S = Technical Score as evaluated against the technical criteria
F.S = Financial Score (computed as above)
T.T.L = Total Score

6 SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. **Request for proposal form:** - The form of Tender must be completed by the tenderer and submitted with the RFP documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form:** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form:** - The contract form shall not be completed by the tenderer at the time of submitting the RFP. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form:** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form:** - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to Knls. The tender security form must be completed by the tender and submitted with the tender.
6. **Performance security Form:** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to Knls.
7. **Authorization Form:** - When required by the tender documents this form must be completed and submitted with the RFP documents. This form will be completed by the principal where the tenderer is an agent.
8. **Declaration of Undertaking** - This form must be completed by the tenderer and submitted with the tender documents.

6.1 REQUEST FOR PROPOSAL FORM

Date _____

Tender No. _____

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the RFP documents including Addenda Nos. *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, propose to **supply, install and implement an Electronic Board Management Software (E-Board) and hardware** in conformity with the said RFP documents for the sum of *(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our proposal is accepted, to undertake the services laid out therein in accordance with the delivery schedule specified in the Schedule of Requirements.
4. We agree to abide by this Request for Proposal for a period of **120** days from the date fixed for proposals opening of the Instructions to vendors, 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 _____

Duly authorized to sign Tender for and on behalf of _____

6.2 CONTRACT FORM

THIS AGREEMENT made the daybetween Knls (hereinafter called "Knls") of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS Knls invited tenders for Supply, Delivery, Testing, Implementation and Commissioning of an E-Board System and hardware and has accepted a tender by the tenderer for the supply of the services in the sum of _____ price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the General Conditions of Contract
 - (d) the Special Conditions of Contract; and
 - (e) Knls Notification of Award
3. In consideration of the payments to be made by Knls to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Knls to provide Supply and Implement of an E-Board System and hardware and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Knls hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for Knls)

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

6.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

Fill part 2 (a), 2(b) or 2(c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name
Location of Business Premises
Plot No, Street/Road.....
Postal address Tel No. Fax Email.....
Nature of Business
Registration Certificate No.
Maximum value of business which you can handle at any one time – Kshs.
Name of your bankers
Branch

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
Nationality.....Country of Origin.....
Citizenship details

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			

Date..... Signature of Tenderer

6.4 TENDER SECURITY FORM

Whereas [Name of the tenderer]

(Hereinafter called "the tenderer") has submitted its tender dated [Date of submission of tender] for the supply, installation and commissioning of [Name and/or description of the goods] (Hereinafter called "the Tender") KNOW ALL

PEOPLE by these presents that WE of

..... having our registered office at (Hereinafter called "the Bank"), are bound unto [Name of procuring entity] (Hereinafter called "Knls") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by Knls 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 Knls up to the above amount upon receipt of its first written demand, without Knls having to substantiate its demand, provided that in its demand Knls 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 Bank not later than the above date. _____

[Signature of the bank]

(Amend accordingly if provided by Insurance Company)

6.5 FIRMS REFERENCES

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted. Attach relevant evidence such as Copies of LPO's Contracts, Payment Vouchers or completion certificates.

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 (Kshs)
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:		

FORM OF TENDER

To: _____
Name and address of procuring entity

Date _____
Tender No. _____
Tender Name _____

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to e-board system and hardware under this tender in conformity with the said Tender document for the sum of

.....
..... [Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE

Description	Quantities	Unit price in KES inclusive of Taxes and applicable levies	Total price in KES inclusive of Taxes and applicable levies
E board system	Eboard system		
Subscription licenses	20 users		
IPAD	14 pcs		
Training	35		
Support	Annual		

6.6 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Staff: _____

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: _____

6.7 FORMAT FOR PROJECT IMPLEMENTATION PLAN

(1st, 2nd, etc., are weeks from the start of assignment)

Week	1st	2nd	3rd	4th	5th
Activity (Work)					

6.8 PERFORMANCE SECURITY FORM

To:

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 materials and spares] (Hereinafter called "the Contract") AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

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

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

This guarantee is valid until the _____ day of _____ 2019

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]
(Amend accordingly if provided by Insurance Company)

6.9 LETTER OF NOTIFICATION OF AWARD

To: _____
Address _____
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. Acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

6.10 DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect, we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act, 2015.

We also underscore the importance of adhering to the law in the implementation of the project.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated _____ this day of _____ 2019

(Name of company)

(Signature(s))

FINANCIAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the Electronic Board Management Software and implementation services in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
1.		
2.		
3.		
Subtotal		
Taxes		_____
Total Amount of Financial Proposal		

Notes on preparation of Financial Proposal

The Financial proposal prepared by the consultant should list the costs associated with the assignment. The costs should be broken down to be clearly understood by KnIs.

1. The financial proposal shall be in Kenya Shillings and shall consider the tax liability and cost of insurances specified in the request for proposal.
2. The financial proposal should be prepared using the Standard forms provided in this part

DECLARATION FORM

Each firm within the Consortium shall be required to provide its own separate forms duly filled and signed.

“This Company/firm is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. The company or its directors have not been debarred from participating in public procurements or ineligible on account of corruption or fraudulent practices.

This Company/Firm has not been involved in any corrupt practices and is not the subject of investigation by THE CLIENT.

The directors/partners of the Company/Firm proposed for the project are qualified to enter into contract with the Client in respect of section 33 of the Public Procurement and Disposal Act 2015

Finally, the company has the necessary qualifications, capability, experience, resources, equipment and facilities to provide what is being procured.”

Name:.....

Signature.....

Position.....

Date.....

Stamp.....

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

:

_____ *[Name of Firm]*

:
