

THE KISII NATIONAL POLYTECHNIC



**TENDER NO : KNP/LSS/07/2019-2020 - DESIGN, SUPPLY,
DELIVERY, INSTALLATION, INTEGRATION,
CONFIGURATION, TRAINING AND COMMISSIONING
OF A LIBRARY SECURITY SYSTEM**

THE KISII NATIONAL POLYTECHNIC

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CLOSING DATE 23rd January 2020

TIME : 10.00 AM

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SECTION I: INVITATION TO TENDER

TENDER NAME DESIGN, SUPPLY, DELIVERY, INSTALLATION, INTEGRATION, CONFIGURATION, TRAINING AND COMMISSIONING OF A LIBRARY SECURITY SYSTEM

- 1.1 The Kisii National Polytechnic invites sealed bids from eligible candidates for **DESIGN, SUPPLY, DELIVERY, INSTALLATION, INTEGRATION, CONFIGURATION, AND TRAINING AND COMMISSIONING OF A LIBRARY SECURITY SYSTEM**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kisii National Polytechnic procurement offices KISII during normal working hours from **8:00 am 5:00 pm** or download free of charge from the website www.kisiipoly.ac.ke.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the **PRINCIPAL’S OFFICE**
KISII NATIONAL POLYTECHNIC
P.O BOX 222,
KISII
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (180) days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Kisii National Polytechnic
- 1.6 Your document should be submitted Book bound and properly paginated i.e. 1, 2, 3, 4.....

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.3 Contents of the Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form

- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.4 Clarification of Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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 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 that have received the tender document.

2.4.1 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Documents

2.5.1 At any time prior to the deadline for submission of tenders, the 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 amendment.

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, 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 exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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 of Tender

- 2.7.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 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) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.8 Tender Forms

2.8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender prices for the services it proposes to provide under the contract

2.9.2 Prices indicated on the Price Schedule shall be the cost of services quoted including customs duties, VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. 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 10% of the original contract price.

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

2.9.7 The validity period of the tender shall be 180 days from the date of opening of the tender.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 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 be established to the Procuring entity's satisfaction that the tenderer has the financial technical capability necessary to perform the contract;

2.12 Tender Security

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

2.12.2 The tender security shall be equal to **Kshs. 80,000.00**

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.13.8

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

- (a) Bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad;
- (b) Cash;
- (c) Guarantee issued by a reputable insurance company approved by the Public Procurement Regulatory Authority in the form provided in the tender documents or another form acceptable to the Procuring Entity and valid for thirty (30) days beyond the validity of the tender;
- (d) Letter of Credit;

2.12.5 Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 will be rejected by the Procuring Entity as non-responsive, pursuant to paragraph 2.22

2.12.6 Unsuccessful Tenderer's tender 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.

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28 and furnishing the performance security pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27;

- (ii) to furnish performance security in accordance with paragraph 2.30; (iii) If the tenderer rejects, correction of an error in the tender;

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 180 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring Entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring Entity 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 2.14 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 Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
 - (a) Be addressed to the Procuring Entity at the address given in the Invitation to Tender;
 - (b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE **23/01/2020 at 10.00 AM**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring Entity 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 Procuring Entity at the address specified under paragraph 2.15.2 no later than Thursday **23/01/2020 at 10.00 AM**

2.16.2 The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.16.1, in which case all rights and obligations of the Procuring Entity and candidates previously subject to the deadline will therefore 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 tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8

2.17.5 The Procuring Entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Procuring Entity 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 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend on and in the location specified in the Invitation to Tender.

- 2.18.2 The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The Procuring Entity will prepare minutes of the tender opening which will be submitted to Tenderers that signed the tender opening register and will have the made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring Entity 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.
- 2.19.2 Any effort by the tenderer to influence the Procuring Entity 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 The Procuring Entity 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.
- 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 quantify, 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
- 2.20.3 The Procuring Entity 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring Entity 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 Procuring Entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.21 Conversion to Single Currency

2.21.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and Comparison of Tenders

2.22.1 The Procuring Entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The 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 2.22.4 and in the technical specifications:

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

2.22.4 Pursuant to 2.22.3, the following evaluation methods will be applied:

(a) Operational Plan

The Procuring Entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Procuring Entity's required delivery time, will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.22.6 To qualify for contract awards, the Tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured;
- (b) Legal capacity to enter into a contract for procurement;
- (c) Shall not be insolvent, in receivership, 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 Procuring entity

2.23.1 Subject to paragraph 2.19, no Tenderer shall contact the Procuring Entity on any matter related 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 Procuring Entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.24 Award of Contract

(a) Post-qualification

2.24.1 In the absence of pre-qualification, the Procuring Entity 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 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 2.12.3 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.24.4 The Procuring Entity will award the contract to the successful Tenderer(s) 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.

(c) Procuring Entity's Right to accept or reject any or all Tenders

2.24.5 The Procuring Entity 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 Procuring Entity determines none of the tenders is responsive, the Procuring Entity shall notify each Tenderer whom 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 Procuring Entity will notify the successful Tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will constitute the formation of the Contract subject to the signing of the contract between the Tenderer and the Procuring Entity pursuant to clause 2.29. Simultaneously, other Tenderer's shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Procuring Entity 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 Procuring Entity notifies the successful tenderer that its tender has been accepted, the Procuring Entity will simultaneously inform the other Tenderer's that their tenders have not been successful.

2.26.2 Within Fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the 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 Thirty (30) 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 requirements of paragraph 2.29 or paragraph 2.30, shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring Entity may make the award to the next lowest evaluated Candidate 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 the procurement process and execution of contracts. A Tenderer shall sign a declaration that they have not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity 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
2.1.1	OPEN to all eligible Tenderers
2.3.2	Downloaded free of charge from www.kisiipoly.ac.ke
2.14.1	100,000 valid for a period of 210 days from the date of tender opening
2.18.1	Thursday 23-01-2020 at 10.00 A.M

2.29.1	Shall be provided to successful tender
NOTES/	<ul style="list-style-type: none"> • Bidders with the lowest evaluated price within the market price shall enter into Framework contracts for a period of one year, renewable once. • Bidders with the 2nd to 8th lowest price shall enter into Framework agreements for a period of one year renewable once.
2.24	Evaluation and comparison of tenderers As below

No.	Requirements	Responsive or Not Responsive /nonresponsive
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MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must submit the tender document in the format provided. Mutilation of the tender document will lead to automatic disqualification	
MR3	Must Submit a copy of a valid Tax Compliance certificate from Kenya Revenue Authority	
MR4	Must Fill the Price Schedule in the format provided	
MR5	Must Fill the Form of Tender in the Format provided duly filled, signed and stamped	
MR6	Must submit a Tender security (bid bond) Kenya Shilling hundred thousand 80,000 from bank in form of a bank guarantee or approved insurance firms by PPRA valid for 150 days.	

MR7	Must submit valid) latest CR12 for limited company or national ID for sole proprietors	
MR8	Must submit a Confidential Business Questionnaire in format provided duly filled, signed and stamped	
MR9	Submit a written Self-declaration in non-engagement in corruption dully filled, signed and stamped.	
MR10	Anti-debarment pledge dully filled, signed and stamped	
MR11	Must submit valid and relevant business permit.	
MR12	Submission of original and copy of tender document properly book bound and paginated in correct sequence and all pages must be initialed in the format of 1,2,3,4,5.....(spiral bound and use of spring or box file will not be allowed this will result in to automatic disqualification).	
MR13	Credit period minimum 30days	

MANDATORY EVALUATION (MR) CRITERIA

TECHNICAL EVALUATION (TE) CRITERIA

No.	Evaluation Attribute	Tenderer's Response	Weighting Score	Max. Score
No.	Evaluation Attribute	Tenderer's Response	Weighting Score	Max. Score
T.S.1	Number of years in Supply, Installation Servicing, Repair and		<ul style="list-style-type: none"> • 3 years and above (20 marks) • Others prorated <u>Number of years in business x 20</u> 3 	20

	Maintenance of ict equipment			
T.S.2	Provide a list of clients and References, LSOs to which the company has Provided similar services in the last 3 years.		<ul style="list-style-type: none"> • 3 or more Clients with references (20 marks) • Others prorated at: <u>Number of Clients' x 20</u> 3 	20
T.S.3	Please indicate minimum time required to service an LSO after issue. (Please note that this will be used in performance evaluation for the successful bidder)		<ul style="list-style-type: none"> • 2 days – 10 marks • 3 days -3marks • 5 days – 1mark 	10
T.S.4	Physical Facilities: Provide details of physical address and contacts – attach evidence		Address and contacts with copy of title or lease documents and latest utility bill – 10 marks Not provided – 0 mark	10
T.S.5	Latest bank statements		Attach last 6 months (January - June 2019)	10

T.S.6	Audited accounts		Provide last 3 years (20152017)	10
T.S.7	Prove of line of credit		Attach letter from bank (KNP will confirm from bank its authenticity)	10
No.	Evaluation Attribute	Tenderer's Response	Weighting Score	Max. Score
T.S.8	Financial Capacity	Letter of credit	2 Million and above = 5 Marks Others prorated at Value of credit x 5 marks/2 Million	10
	TOTAL			100

Any bidder who scores 70 marks and above in this Technical Evaluation, shall be considered for further evaluation

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.27	Particulars of post – qualification if applicable. KISII NATIONAL POLYTECHNIC shall inspect the premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.
2.27.6	Award Criteria: Award shall be to the lowest evaluated bidder per line item. Contract may be awarded in whole OR partially on evaluated line items.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer’ means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity’s country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity 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 the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity 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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in 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 the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity'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 equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

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

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 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.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

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

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

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 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.

SECTION IV : SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions 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 these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	N/A
3.12.1	At least 30 days credit
3.18.1	The Procuring Entity and the Tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
Others as necessary	<ul style="list-style-type: none">• Price quoted should be valid within the contract period• Bidders with the lowest evaluated price shall enter into Framework Contracts for a period of one year renewable once subject to satisfactory performance.• Bidders with the 2nd to 8th lowest bid shall enter into Framework agreement for a period of one year renewable once.

SECTION V: TECHNICAL SPECIFICATIONS

TERMS OF REFERENCE

Kisii National Polytechnic intends to implement a Library Security System which meets the following requirements and technical specifications.

Design, Supply, Delivery, Installation, Integration, Configuration, Training and

Commissioning of a Library security system which should integrate with the current Kisii National Polytechnics Library Management System as a single wholesome solution.

REQUIREMENTS

	Item
1	Hybrid EM/RFID Library security system's components (Bill of Quantities)
2	EM Tattle tapes for 24,000 books
3	Annual maintenance cost
4	Details of at least three similar projects implemented in Kenya in the last three years
5	Qualified and experienced personnel in implementation of similar projects (CVs)
6	References and their contacts (i.e. Librarians in charge of the libraries where the projects were implemented)
7	Country of origin of the security system
8	Manufacturer's authorization
9	Relevant Product data sheet

BRIEF DESCRIPTION	FUNCTIONALITY
Security	<ul style="list-style-type: none"> a. Designed for any type of tattle-tape/magnetic strip b. Standard panel alarming – light and sound c. The Detection Panel Height be approximately 6 feet in height. d. Adjustable height e. Fit into Kisii National Polytechnic library's floor plans and décors f. No interference with electronic equipment g. Allows future product upgrades h. Is free from false alarm (only detect protected information resources) i. Has visual indication if system is down j. Is durable (indicate lifespan) k. Is compatible with uninterrupted power supply

	1. Adhere to recognized international standards: Kenya Bureau of Standards, ISO etc
Design	<ul style="list-style-type: none"> a. single corridor b. Should be able to accommodate wheelchairs with ease c. Standard Detection Distance Height: 170 – 200cm Width: 100 cm d. Book check in/out unit complete with sensitizer/desensitizer (magnetizer and demagnetizer) accessory
Warranty	<ul style="list-style-type: none"> a. Must come with 1 year warranty b. Local support or dealer authorization in similar library setup c. Availability of spare parts d. Sample service level agreement
Technology	<ul style="list-style-type: none"> a. Electromagnetic security system b. Frequency signal that minimizes separation needed between the detection system and nearby metal objects and is also safe for all magnetic media c. Should be able to integrate with radio frequency detection
Patron count	<ul style="list-style-type: none"> a. Should be able to monitor traffic entry/exit of patrons b. Allow for data logging, reporting and recording
Energy profile	<ul style="list-style-type: none"> a. Standard input/output voltage 50 – 60 MHZ b. Transmitting power: 3.6W – 5W, 220/240 VAC
Electromagnetic (EM) tattle tapes/strips	<ul style="list-style-type: none"> a. The size of electromagnetic tattle tapes/strips should be minimum 160 MM X 3 MM for hardbound and paperback books and periodicals. b. Tattle tapes/strips once applied on material should be hidden in nature. Electromagnetic tattle tapes/strips shall be one-piece, flexible, thin, nonrusting metallic alloy coated with an adhesive film. c. The film shall not discolor or lose its adhesive or cohesive strength with age. d. The strips shall require no moisture, heat or additional glue, or adhesive for affixing to library materials. e. There should be lifetime warrantee/guarantee of tattle tapes/strips f. They should be suitable for print materials such as books and periodicals , g. CDs and DVDs
Implementation	<ul style="list-style-type: none"> a. Defined implementation timelines (within 12 weeks upon signing the contract)
	<ul style="list-style-type: none"> b. Attach relevant brochures

A. SPECIFICATIONS FOR INTEGRATED EM/RFID LIBRARY SECURITY SYSTEM

BRIEF DESCRIPTION	FUNCTIONALITY
Security	<ul style="list-style-type: none"> • Designed for any type of Library tags • Standard panel alarming – Visual and audio alarm
Design	<ul style="list-style-type: none"> • Antenna: 655 x 100 x 1900 mm (w x d x h) • Base : 705 x 120 x 20 mm (w x d x h) • Multi label ID (anti-collision protocol) • Crystal Clear • Visual and audio alarm
Warranty	<p>Must come with at least 1 year warranty Local support or dealer authorization in similar library Setup</p>
Technology	<ul style="list-style-type: none"> • RFID specification Operating Frequency 13.56Mhz, Certification: CE/EM Interfaces: Ethernet (TCP/IP), USB, RS232 AND • EM Specifications Able to detect EM tags
Circulation systems	<p>Fast and efficient solution to read/write RFID (HF) tags and to set AFI or EAS bits & Shielded to work in any environment Top surface: Corian™ Shielded housing: Stainless steel Standard: ISO 15.693 / 18.000-3.1 / ISO 28560 Certifications: CE / EMC</p>
Supported tags:	ISO 15693, NXP SLI and NXP SLI X
Patron count	Should be able to monitor traffic/exit & Entry of patrons Allow for data logging, reporting and recording
Material	<ul style="list-style-type: none"> • Panel: High density clear PMMA 20mm Plexiglas • Weather and UV resistant c. 92% light transmission • Base: Stainless Steel

A. Single Aisle tattle tape Security gate (exit) – one (1) unit

The security gate shall have the following features;

- a) The gate shall be able to detect tattle tapes and RFID tags
- b) The system incorporates visual and audible alarms
- c) The visual alarm may be configured to indicate the individual pedestal that detected the security enabled tag or for all pedestals to light up simultaneously.
- d) The gate shall emit low frequency signal to minimize interference with other library equipment.
- e) The gates shall incorporate a people counter.
- f) The gate shall meet requirements of people with disabilities ADA Act

B. RFID labels- Teb Thousands (10,000) units

The RFID tags should have the following features;

- a) Standards: ISO 18000–3, ISO 15693, ISO 28560-1, CE,
- b) Between 0.5k - 2.5k bit
- c) IC Write Endurance: 100,000 Operations
- d) Operating Frequency: 13.56 MHz
- e) Delivered in 1,000/2000 units per reel
- f) Aluminium antenna
- g) Data Retention: 50 Years
- h) Operating Temperature: -25 °C to 70 °C
- i) Storage Temperature: 18 °C to 26 °C
- j) Storage humidity: 50 +/-10% rel. non condensing

C. Stock Taking device – one (1) unit

- a) The stock taking device shall be ideal for shelf-reading, re-shelving, searching, weeding and exception-finding
- b) It shall Simultaneously perform shelf-reading, searching and inventory scans
- c) It shall instantly detect materials that cause an alarm
- d) It shall allow librarians to change security status of an item
- e) It shall have a battery life of up to 4 hours read time between recharges

f) The stock taking device shall have a specific interface to connect to KOHA library management system

D. Single Aisle tattle tape Security gate with RFID Conversion System (exit) – one (1) unit

The tattle tape security gate shall have the following features;

- a) The gate shall be able to detect existing tattle tapes
- b) The system incorporates visual and audible alarms
- c) The visual alarm may be configured to indicate the individual pedestal that detected the security enabled tag or for all pedestals to light up simultaneously.
- d) The gate shall emit low frequency signal to minimize interference with other library equipment.
- e) The gates shall incorporate a people counter.
- f) The gate shall meet requirements of people with disabilities.

The Tattle-tape RFID Conversion System shall have the following features;

- a) To convert the tattle tape gate to RFID gate
- b) RFID reader shall be integrated into the antenna structure
- c) RFID antenna shall be able to read 3 dimensional
- d) RFID antenna shall not decrease EM performance of the gate
- e) The conversion system shall have a RS232, USB and Ethernet interfaces
- f) The conversion system shall operate in 13.56 MHz Frequency
- g) The conversion system Shall have audible Alarm
- h) The conversion system shall have an enhanced reporting and monitoring with external software

E. Single Aisle Entrance Control gate (entry) – one (1) unit

The Entrance Control gate shall have the following features;

- a) The entrance control gate shall be based on retractable flap gates
- b) It shall have the ability to generate history reports
- c) It shall have an auto-diagnostic function
- d) It shall have the ability integrate with RFID and Biometric

F. Tattle-Tape RFID Staff station – three (3) units

The Tattle-tape RFID Conversion System shall have the following features;

- a) The station shall Combine RFID item identification and Tattle-Tape security into one operation

- b) It shall be able to perform RFID conversions of the library materials.
- c) The station shall performs check-in or checkout of library materials in one step.
- d) The station will enable the security status of the tag to be changed without interaction with V-Smart LMS
- e) It shall have a confirmation light for the presence of Tattle-Tap Security Strip and RFID
- f) The staff station shall have a visible indication should it be non- functional.

G. Control and management system with licenses – one (1) unit

- a) The control system should be web based and shall connect via the library intranet to all RFID-enabled equipment delivered by the supplier
- b) All network communication shall be secured through https connections (SSL security certificate).
- c) The system shall allow for individual configurable access rights. Login takes place with ID and PW. Certified library staff users shall be able to manage different security groups and give access rights
- d) There is no limitation on the number of library staff users that can get access rights.
- e) One shall have the possibility to dedicate certain cluster of branches to certain users or certain types of equipment to certain users .
- f) The control system typically give access to a specific library within the library network, a specific device inside that library and specific component inside that device .
- g) The control system shall be able to receive event and errors messages from devices, i.e. when a sorting bin is full or not present; a paper roll is almost finished etc.
- h) The control system shall enable users to look at the status of devices and their main components and make diagnostics.
- i) The control system shall provide statistics of utilization, i.e. transactions per time unit, whereby the time intervals can be set. The statics can be exported into various standard formats. j) The control system shall enable the certified user to change the configuration of devices - and set the time for concurrent downloading of updated software to all devices within the library network.
- k) The control system shall enable the certified users to monitor the function of sorting systems with the physical installation modelled on the screen
- l) Data shall be cached on all devices before being uploaded to the control system. This allows data to be held indefinitely in the event of a communication failure and then sent when communication can be re-established.

- m) The control system can email or send SMS text alerts to defined users when a device reports a part in a state the user is interested in. This means that users do not need to be constantly logged in for the system to alert them of a problem. Alerts can be instant repeatable or issued once per day
- n) The control system shall allow device configuration to be changed from a single source and then deployed without needing to visit that device to update configuration locally
- o) The control system shall give the feature of combining statistical information from many devices to provide a holistic view of patron interactions with devices within the library.

H. Book conversion and tagging

The bidder quotation should be inclusive of book conversion and RFID labels placement service.

SERVICE LEVEL AGREEMENT/WARRANTY

The vendor shall describe the maintenance, repair, and support options. A minimum one (1) year support and warranty is required. The vendor shall provide a proposed copy of the service level agreement.

DOCUMENTATION REQUIREMENT

All documentation and training materials (both in hard copy as well as a soft copy in pdf format) must be availed. KNP technical team and the successful bidder will review the materials before the licence upgrade. Documentation must be in English.

TESTING AND ACCEPTANCE

The Institution will test the equipment after the installation to ascertain that all the solution is working as expected. It is the responsibility of the supplier to ensure the requirements defined in the proposal are achieved.

PRICING

Each proposal shall provide a separate section listing for each project component with all associated costs, in KES inclusive VAT and other applicable taxes where necessary.

- a) Each line item on proposal should clearly list the following information:
 - Quantity
 - Description (Name, Manufacturer, Part Number)
 - Unit Price

- Extended Price
- Delivery period

b) Labor pricing for installation of components must be listed separately

c) Bidder is to specify the manufacturer's warranty provided as an integral part of an eligible component without separately identifiable cost.

PROJECT EXECUTION

The supplier must provide a detailed project schedule/ work plan for executing the project from commencement to completion with the necessary milestones to be observed clearly stated. Project must be completed within the agreed time frame.

Important Notes:

1. The vendor is not expected to quote or deliver a library system. However, the magnetizer/demagnetizer unit should support an interface that would enable integration with a library system such that the data generated by the magnetizer/demagnetizer unit can be pushed to the library system to enhance security and data consistency
2. Capacity of patrons who are expected to use the system is approximately 5000
3. System operations training is Mandatory
4. The Library Security System to be compliant with SIP 2 and SIP 1 for easy integration with Library Management System.
5. Multifunctional unit which enhances lending and returning procedures at the circulation desk.

SECTION VII: PRICE SCHEDULE FOR SERVICE

S/N	Item Description	Unit	Quantity	Unit Price	Total Price
1	Integrated EM/RFID Library Security System	No	1		

Name of tenderer _____ Tender Number _____ Page __ of _____

Signature _____ of _____ tenderer:

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII: STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. 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 the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender 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 Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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

4. We agree to abide by this Tender for a period of *[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.

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 you may receive.

Dated this _____ day of _____ 20 _____

[in the capacity of]

[signature]
Duly authorized to sign tender for an on behalf of

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either 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 E
 mail

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	
	<ul style="list-style-type: none"> • 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.		
		
4.		
		
5			

.....

.....

Date Signature of Candidate

.....

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth Naturalization or registration.

8.3 ME-3 FINANCIAL POSITION AND TERMS OF TRADE

a. Attach letters of reference from the bankers regarding supplier's credit position.**(Compulsory)**

b. State Credit period (minimum proposed is 30 days).....

(Compulsory i.e. any applicant who does not indicate the credit period and/or who indicates any credit period less than 30 days shall be automatically be disqualified)

Note – *Any information marked compulsory must be provided failure to which the applicant shall be automatically disqualified.*

8.4. FORM ME -5 -LITIGATION HISTORY

Name of Contract Supplier

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT, CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT

8.7 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 equipment] (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 "the Procuring entity") in the sum
of for which payment well and truly to be made to the said Procuring entity,
the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal
of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This 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)

8.8 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between
..... [name of Procurement entity] of [country of Procurement entity]
(hereinafter called "the Procuring entity) of the one part and [name of
tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the
other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

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

(Amend accordingly if provided by Insurance Company)

8.9 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.10 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*]

8.11 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]*
who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[Reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.12 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:_____

RE: Tender No._____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

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

*(FULL PARTICULARS)*__

SIGNED FOR ACCOUNTING OFFICER

8.13 FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20..... BETWEEN
.....APPLICANT
AND
.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the

Public Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-

- 1.
2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary